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All letters intended for publication must be authenticated by the name of the writer.

Contents.

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Reduction of Capital.

WE PRINT elsewhere a set of draft rules relating to the procedure on application for confirmation by the court of the reduction of the capital of companies. Hitherto, the statutory law on the subject has been contained in sections 9 to 20 of the Companies Act, 1867, and sections 3 and 4 of the Act of 1877, and the procedure has been regulated by the General Order of the 21st of March, 1868, as altered by that of the 2nd of March, 1869. After the 1st of April, the statutory law will be contained in sections 46 to 56 of the Companies (Consolidation) Act, 1908, and the rules now published in draft are intended to replace the above orders with amendments. The proceedings will be commenced, as hitherto, by petition, but when the petition has been presented, a summons must be taken out for directions as to the proceedings preliminary to the hearing of the petition or otherwise with reference thereto (rule 6). This will include directions as to settling the list of creditors entitled to object to the proposed reduction. An affidavit as to creditors must be filed (rules 8, 9), and notice of the proposed reduction sent to each creditor. Where creditors are affected, the certificate settling the list of creditors must be filed at least eight days before the hearing of the petition (rule 18). The order confirming the reduction will, as hitherto, direct publication of the minute stating the share capital of the company after reduction, and the time during which the company must add the words "and reduced."

Solicitors' Clerks and the Territorial Forces.

THE CAUTIOUS reply of the Council of the Law Society to the request of the Lieutenant-Colonel of the Kensington Battalion will meet with general approval. Mr. SUTHERLAND-HARRIS asked that the Council should appeal to the members of the society to allow an extra week's holiday at full pay to any of their clerks who might join the Territorial Force. The Council reply that the matter is one for the decision of each individual solicitor with regard to his own clerks; but the Council think that, when it can be arranged, the privilege should be given on condition that the clerks serve for fifteen days in camp; and further, that in considering arrangements for the holidays of a solicitor's staff preference should during the training season be given to members of the staff who belong to the Territorial Force. We imagine solicitors will find that a fortnight in camp will freshen up and invigorate their clerks far more than a period of loafing at a watering-place.

Probate of Destroyed Wills.

A PROBATE action, in which it was sought to prove a will that had been torn up, was recently heard: *Gill* v. *Gill* (reported elsewhere). Such actions are usually more interesting to the general public than to lawyers, other than those already engaged in the case. It may safely be said that no lost, destroyed, or torn-up will is ever admitted to be genuine by anyone concerned to contest it until the matter has been fought out in the Probate Court. In the present case the will had been torn up by the testator's wife in a fit of temper, and then pieced together again. Greater difficulty in disproving the *animus revocandi* is presented where the testator himself tears the will up. But wills have been admitted to probate even when thus deliberately destroyed. Perhaps a South Australian case goes further than any of the cases in the English reports in illustrating the non-revocation of a will deliberately destroyed by the testator: see *Hill* v. *Winter* (14 S. A. R. 182). The testator in this case devised some property to "ELIZABETH SCHLORK," meaning his married daughter, whose name was ELIZABETH BURTON, though she lived with a man named SCHLORK, and was known as Mrs. SCHLORK. The testator was informed that Mrs. BURTON would not benefit by this devise, owing to the misdescription, and he was advised to destroy the will. He thereupon burned the will, saying it was "no good." No other will was made. This will had been prepared and attested by a solicitor, and the contents could be proved. It was eventually held valid, on the ground that the testator had not intended to revoke it, but had acted under erroneous advice as to the effect of misdescribing Mrs. BURTON.

Liability of "Assigns" on Restrictive Covenants.

A PURCHASER of part of a building estate enters into a covenant not to erect an unsightly structure on the land. He then grants a long lease to a builder, of the same land and subject to the same restrictions. The builder erects an unsightly structure and becomes bankrupt. The trustee in bankruptcy disclaims the lease and the purchaser re-enters into possession, but, *mirabile dictu*, he retakes possession freed from liability on the restrictive covenant. This obviously is a great hardship on the covenantee and those who have bought with notice, and with the benefit, of the covenant, but it seems to be the logical, or rather legal, effect of the decision in *Powell* v. *Hemsley* (reported *ante*, p. 322). In that case, where the facts were as above stated, the two covenants broken were a covenant to erect outbuildings in the rear and a covenant not to commence building until plans had been submitted to and approved by the vendor, and the questions which arose were whether the breach was a continuing breach and whether the defendant was liable. Now, on the question of a continuing breach it might be thought that a breach of the first-mentioned covenant, at any rate, was continuous. But the court thought otherwise, and on the strength of a statement made in 1829 *per curiam* (or shall we say *per incuriam*?) held that the breach of neither covenant was continuous. The main question, however, was whether the purchaser was liable for the breach committed by his assign. The covenant was in form a covenant by the purchaser, for himself, his executors, administrators, and assigns, that he would, &c., and it was contended that a covenant in this form was equivalent to a covenant by the purchaser for himself, his executors, administrators, and assigns, that he, his executors, administrators, and assigns, would, &c. But EVE, J., held that a covenant in the form first given does not impose on the covenantor liability for the acts of his assigns; but he said he was unable to find any authority on the point. The question is an interesting one, and we may hereafter return to its consideration.

Restraining Proceedings in Foreign Courts.

QUESTIONS RELATING to the competence or willingness of the courts to restrain proceedings being taken in foreign courts have usually, as is natural, cropped up in the Chancery Division. Such a question, however, was raised in the Probate Division this week: see *Vardopulo* v. *Vardopulo* (*Times*, March 16th). This case was a wife's petition for judicial separation. The husband was by birth a Greek, but had become a British subject, and was domiciled in England. On the filing of the petition the husband left England and went to reside in France, in order to acquire a domicil there, which would enable him to take proceedings in the French courts, and he did commence proceedings in France against his wife for divorce. Notwithstanding the suit for divorce in the French courts, however, the husband appeared to the wife's suit in the Probate Division to oppose her application for alimony, and alleged that he was now a domiciled Frenchman. The President held that, under the circumstances, the French domicil, if acquired, had been acquired, and the French divorce suit instituted, in order to harass the wife in her English suit. An order was therefore made, though with some hesitation, restraining the husband from prosecuting proceedings for divorce against his wife in the French courts. If the husband really had acquired a French domicil, it seems possible that the validity of the order made in the Probate Division might be challenged, notwithstanding the appearance in the English suit, or, at any rate, held to have been wrongly made under the circumstances. The general principle is, admitting that English courts have a jurisdiction exercisable *in personam* to restrain proceedings in foreign courts, that an order restraining foreign proceedings will not be made if it cannot be enforced, and particularly in cases which are properly within the cognisance and competence of the foreign court. *"Morocco Bound" Syndicate* v. *Harris* (1895, 1 Ch. 534) illustrates this principle very strongly. In that case the defendant was a British subject, residing in England, and he contemplated infringing the copyright of the plaintiffs, secured to them in Germany by virtue of the Berne Convention, and this contemplated infringement was to be committed in Germany. An injunction to restrain the threatened infringement was asked for, and refused. The case is a strong one, since the defendant was admittedly within the court's territorial jurisdiction, but the ground of the decision appears to have been that the plaintiffs' rights, though secured by treaty, were rights under German law, and so should be left for German courts to deal with.

Friendly Societies and Trade Unions.

THE QUESTION of enforcing agreements with employers and workmen's societies has been frequently before the courts of recent years, and it is clear that where a society is a trade union which would be illegal but for the Trade Union Acts, 1871 and 1876, proceedings cannot be taken for directly enforcing such agreements, although an action to restrain the *ultra vires* application of funds is not a proceeding of this nature: *Yorkshire Miners' Association* v. *Howden* (1905, A. C. 256). The mere fact, however, that a society may incidentally render assistance to its members in the course of a strike does not, as the recent case of *Gosney* v. *Bristol, &c., Society* (*ante*, p. 341) shews, make it a trade union, and thereby render agreements with it unenforceable. A strike is not an actionable wrong, and it is not illegal to contribute to the support of strikers: *Denaby, &c., Collieries* v. *Yorkshire Miners' Association* (1906, A. C., p. 393). And a society which is in substance a friendly society, having for its object the insurance of its members against sickness and loss of wages from any cause, does not become a trade union because a loss of wages by a strike is one of the matters against which it insures. In the present case a member of the defendant society sued to recover 2s. 6d., which he alleged had been improperly deducted from his sick pay. The society was formed for the objects above stated, and the rules expressly authorized the payment of strike pay, but it was provided that no officer or member of the society should assist in any trade movement except in his private capacity. The county court judge held that the society was a trade union, and that the action was not maintainable; and his decision was affirmed by the Divisional Court (CHANNELL and SUTTON, JJ.). CHANNELL, J., considering that the society was just outside the bounds of legality. The Court of Appeal took a different view, the Master of the Rolls saying that the society was just inside the limits of legality, and therefore the question of the right of the society to deduct the 2s. 6d. could be properly tried. But, apart from this, a society is not necessarily illegal, and its rules unenforceable, because some of the rules are in restraint of trade. This was decided in *Swaine* v. *Wilson* (24 Q. B. D. 252). "If," said LINDLEY, L.J., in that case, "the objects of the society are themselves legal, the introduction of some objectionable rules will at most only have the effect of rendering those particular rules invalid. The other rules will not be affected by them."

Apparently in 1871 it was thought that there were good grounds for not carrying the legalization of trade unions so far as to render their rules and agreements enforceable at law, but it may be questioned whether the continuance of this policy serves any good end.

The "Betterment" Principle.

THE BETTERMENT principle may be described as a rule by which owners of land, adjoining land that has been taken by public authorities under statutory powers for making street improvements and similar works, are made to contribute to the cost of the work by paying a sum of money for the consequent "betterment," or improvement, of their own property. The application of this principle is now well understood, and is a matter of constant occurrence when street improvements, &c., are effected by public authorities. But the enforcement of this rule of charging owners for the enhanced value that is given to their property by such improvement of adjoining land is generally supposed to be a matter of quite recent origin. No hint can be gathered from the ordinary standard dictionaries and encyclopædias (law and general) that the betterment principle was ever put into practice in England before the year 1890, though, according to the Encyclopædia of the Laws of England (Second Edition, article "Betterment"), it "has been accepted for many years in some of the colonies, and in the United States, and, as applied in the latter, may be examined in the New York City Consolidation Act, 1882." As a matter of fact, however, the principle was adopted in 1667, after the Great Fire of London, and may be found embodied in "An Act for Rebuilding the City of London" (19 Car. 2, c. 3, s. 26, Statutes at Large; 18 & 19 Car. 2, c. 8, s. 24, Statutes of the Realm). Section 26 (in the Statutes at Large) runs thus: "And forasmuch as the houses now remaining, and to be rebuilt, will receive more or less advantage in the value of the rents, by the liberty of air, and free recourse for trade, and other conveniences by such regulation and enlargement [of ancient streets and passages] it is also enacted . . . that in case of refusal . . . of the owners . . . to agree and compound with the said Lord Mayor, alderman, and commons for the same, thereupon a a jury shall and may be impanelled . . . to judge and assess upon the owners . . . such competent sum and sums of money . . . in consideration of such improvement and melioration as in reason and good conscience they shall think fit." This Act is said to have been drafted by Sir MATTHEW HALE. PEPYS, in his entry of the 3rd of December, 1667, speaks of "the new street that is to be made from Guild Hall down to Cheapside"—King Street—and of one case "of a man that hath a piece of ground lying in the very middle of the street that must be." This person asked £700 for the land that was required, "and to be excused paying anything for the melioration of the rest of his ground that he was to keep." The end of the matter was that the owner waived his claim to the £700, and presented the necessary land to the City on condition that he might have the benefit of the melioration without paying anything for it. On this PEPYS comments, "So much some will get by having the city burned." The question of recovering the amount due to the local authority, and charged on the land in respect of the betterment, may present some difficulties, if it be desired to proceed by action, and the owner is out of the United Kingdom. In *Sydney Municipal Council* v. *Bull* (1909, 1 K. B. 7) it was recently held that an action to recover such a sum for betterment can only be brought in the local courts, no matter where the defendant resided, and was in the nature of an action to recover penalties for breach of bye-laws.

County Court Actions in a Foreign Court.

A CURIOUS doubt as to the use of the phrase "interlocutory application" in rule 11 of order 12 of the County Courts Rules was revealed in *Porter* v. *London and Manchester Insurance Co.* (*ante*, p. 342). Under section 74 of the County Courts Act actions must in general be commenced in the defendant's court, but, by leave of the judge or registrar, an action may be commenced in the court of the district where the cause of action arose. But then the defendant, if resident more than twenty miles away, is allowed, by ord. 12, r. 9, a special privilege. If he forwards to the registrar an affidavit disclosing a good defence on the merits, the registrar is to call upon the plaintiff to deposit in court "such a sum as the registrar may, having reference to all the circumstances of the case, direct." In other words, a plaintiff, suing the defendant in a court foreign to the defendant, must, if a good defence is sworn to, give security against the failure of the claim. Then rule 11 defines the procedure on interlocutory applications, and by clause 8 provides that, when the application is made under any particular statute or rule, the judge may vary or rescind any order made by the registrar, and may make such order as may be just. Is there, upon the fixing of the deposit under rule 9 in the manner above stated, an interlocutory application, upon which there is an appeal to the judge under rule 11 (8)? It is difficult to see that there is. The forwarding of the affidavit by the defendant is not an application by him to have the deposit fixed. That is a matter which the registrar is bound to do upon being satisfied with the affidavit. It is a matter of procedure which arises out of the application originally made by the plaintiff to commence the action in the foreign court. If rule 11 referred to "interlocutory orders" the result would perhaps be different, but in the view of the divisional court (DARLING and WALTON, JJ.) there was no interlocutory application in regard to the deposit, and consequently there was no appeal to the judge against the amount fixed by the registrar. In the case in question the amount fixed was £20, and the court came to their decision the more readily because the only result of the deposit not being paid would be that the plaintiff would have to bring his action in the defendant's court.

Criminal Appeal to the Privy Council.

A SUCCESSFUL appeal in a criminal case has recently been carried to the Privy Council: *Chang Hang Kiu* v. *Judges of the Supreme Court of Hong Kong*, on appeal from Hong Kong (*Times*, March 10th). The appellants were eight witnesses, who had been committed to prison for three months for perjury. In a civil proceeding before the Chief Justice of Hong Kong the issue to be tried had been whether a certain person was a partner in a certain firm. The appellants gave evidence to the effect that he was, and the jury found he was not. The Chief Justice then called the appellants forward, and, after telling them they had conspired to defraud the alleged partner and had been guilty of perjury, committed them to prison for three months. This sentence was affirmed by the Supreme Court of Hong Kong. The Local Ordinance (No. 3, of 1873, s. 31) provides that where "perjury is committed by any person examined as a witness in open court," the court may "commit such witness, as for a contempt of the court, to prison for any term not exceeding three months." The grounds of appeal were two. The first was that the appellants were not informed what statements constituted the perjury; this ground failed. The other ground of appeal was that, before sentence was passed, the appellants had had no opportunity of being heard in their own defence. On this ground the Judicial Committee held that the appeal should succeed. Contempt of court was a criminal offence, as had been held in *Re Pollard* (5 Moo. P. C. N. S. 111), also an appeal from the Supreme Court of Hong Kong. It had there been laid down that "no person should be punished for contempt of court, which is a criminal offence, unless the specific offence charged against him be distinctly stated, and an opportunity of answering it given to him." The appeal was, therefore, allowed, and the committal order rescinded, no order being made as to costs of the appeal.

The Court of Criminal Appeal.

AN INTERESTING statement as to the work of the Court of Criminal Appeal has been made by Mr. HERMAN COHEN in a lecture delivered last week in the Law Schools at Cambridge. The court has been in existence for less than a year, but so far twenty-three convictions or sentences have been totally quashed, including one capital sentence, for which the court substituted "guilty, but insane." Of the twenty-three cases, eleven have, in Mr. COHEN'S view, been reversed on points of law. In the remainder, where the conviction was quashed on the facts, the result was in most cases arrived at without the introduction of any new evidence. In many cases, however, the court declined to allow fresh witnesses to be called, on the ground that they

might have been called at the trial, and it has set its face against hearing fresh witnesses in these circumstances. In addition to the sentences which have been absolutely annulled, there have been twelve which have been reduced. These figures sufficiently show the need which existed for a right of appeal in criminal cases, though Mr. COHEN pointed out that little has been done at present towards the "standardization" of sentences. Apparently the principle on which the court acts will prevent any considerable result in this direction being attained. The Court of Criminal Appeal does not substitute the sentence which it would itself have inflicted, and only in this way, it would seem, can a true standard be set up, if, indeed, such a thing is possible. The court only interferes, according to Mr. COHEN, when it is apparent that the judge at the trial has proceeded upon wrong principles, or has given undue weight to some of the facts proved in evidence. Sentences, it is likely, will always depend to some extent on the nature or opinions of the judge. In extreme cases the Home Secretary can intervene, and public opinion can do much. It can influence judges in the direction of the amelioration of sentences, and a truer perception of the relative gravity of different offences. But the responsibility must rest in general on judges and magistrates themselves, and those who appoint them.

Advertisements for Claimants.

WE PRINT elsewhere a letter raising a question as to the efficacy of the advertisements for claimants which are usually published under the orders of the Chancery Division. Occasionally, no doubt, they elicit some response, but it would be interesting to know in what proportion of cases they have this result. It may be surmised that they have become part of the official routine, not so much because they are usually effective as because, where information cannot be otherwise obtained, the failure to receive replies enables the master to make a certificate and so render distribution of the estate possible. We are not sure, however, that our correspondents are right in assuming that the court relies solely upon advertisements, and probably it would be found that the master would, in suitable cases, be quite ready to avail himself of inquiries made through a colonial solicitor in the manner suggested by our correspondents. Whether it would be essential to publish advertisements as well is another matter, and it might be difficult to break through the established practice on this point. In a case where it was extremely improbable that good would result, and saving expense was important, it might possibly be done. Usually, however, the expense would not, we imagine, be so great as to render this necessary. Of course, where executors wish to protect themselves, advertisements have a statutory efficacy.

Motor Traffic.

A BILL called the Vehicles on Highways Bill, intended to deal with the difficulties which have arisen in consequence of the reckless use of the roads by motorists, has been introduced in the House of Lords by Lord WILLOUGHBY DE BROKE. It proposes three speed limits—ten miles an hour in or near rural villages or at dangerous places; twenty miles an hour in or near towns; and thirty miles an hour in the open country; but the opinion of one witness only as to the rate of speed is not to be accepted. Drivers are also to be guilty of an offence if they drive recklessly, or negligently, or at a speed or in a manner dangerous to the public; and races on highways are forbidden. The use of horns or other instruments so as to interfere with other persons on the highway is forbidden; vehicles capable of going at a rate exceeding ten miles an hour are to carry a speedometer; and an employer who is in the vehicle when an offence is committed is to be himself guilty of an offence. The Bill appears to contain some small concessions to the public in the hope that motorists may be allowed to continue the use of the roads which has in recent years proved so destructive to human life—especially to children. Just at present the Local Government Board seems to be waking up to some conception of its duties to the public, and to be imposing necessary speed limits in towns, and it is doubtful whether the Bill will be accepted as a satisfactory way of dealing with fast traffic on highroads.

The Use of Supplemental Deeds.

IT is not always remembered that the use of supplemental deeds has received statutory recognition by virtue of section 53 of the Conveyancing Act, 1881. The enactment did not effect any change in the law, but it has undoubtedly resulted in the general adoption of the principle of making one deed supplemental to another in suitable cases. Many practitioners have, however, gone further than this, and are in the habit of expressing one deed to be supplemental to another in cases in which subsequent inconvenience is not unlikely to be caused, and even in cases in which the practice is obviously inappropriate. As the main purpose of the use of supplemental deeds is brevity, and brevity only, it should in each case be considered whether the attainment of such object will outweigh the possible disadvantages. One of these is the danger of rendering the supplemental deed by itself unintelligible, but the chief of them is the risk of the previous and supplemental deeds becoming separated and of the loss or destruction of the previous deed.

A supplemental deed should, of course, never be used when there is any probability, or even possibility, of its rightly going into a different custody to that of the principal deed. Thus a reconveyance of part of the property mortgaged should not be made supplemental to the mortgage deed. In other cases it is inappropriate to use supplemental deeds by reason that the new deed stands essentially by itself and has no connection with the prior deed. Thus, on a transfer of mortgage where there is a fresh covenant for payment of principal and interest, and a new proviso for redemption, the transfer should not be made supplemental to the original mortgage. The latter deed is in effect superseded and the transfer becomes the principal deed constituting the transferee's security.

The various books of precedents furnish examples of the general use of supplemental deeds. They are most commonly used (1) in transactions relating to mortgages—namely, for transfers, reconveyances and surrenders, and further charges; (2) in appointments of new trustees of a settlement and in appointments under a power given by a settlement.

In addition to these they are recommended in various miscellaneous cases, as for a release by the *cestuis que trust* to the trustees of a settlement, a confirmation of a settlement on the coming of age of an infant settlor, an accession deed on the introduction of a new partner into a partnership firm. In all these cases, the practice is unobjectionable in the majority of instances, though there may be special circumstances obviating the advantages. There are a few other instances which will occur to most conveyancers, such as a supplemental trust deed for securing an issue of debentures, a supplemental disentailing assurance, and the frequent cases of a supplemental deed used for correcting a mistake or omission in a prior deed.

There does not appear to have been any judicial decision on the precise effect of section 53 of the Conveyancing Act, 1881. The section provides that "a deed expressed to be supplemental to a previous deed . . . shall, as far as may be, be read and have effect as if the deed so expressed . . . were made by way of endorsement on the previous deed or contained a full recital thereof." It would appear, therefore, that a purchaser (including a mortgagee or lessee) has exactly the same constructive notice of the previous deed as if it had been recited, but not further or otherwise. He would be entitled, therefore, to assume that the previous deed was duly executed and stamped if it is dated before the date of the commencement of title, provided the statutory forty years' title is shewn. Presumably also the supplemental deed becomes evidence as to the previous deed after the lapse of twenty years, though it is doubtful whether it can be of any practical use in this respect, except perhaps as to the date and parties and the nature of the previous deed, if the supplemental deed, as it should do, gives the latter information. Whatever the effect of the section may be, it at least saves the draftsman from the danger of inadequate recitals. All that *should be* recited of the previous deed if it were recited is implied in the supplemental deed.

The use of the word "supplemental," and the fact that supplemental deeds frequently take the place of an endorsed deed in cases in which, for some reason or other, it is not practicable or

convenient to engross the second deed on the previous one, suggest that it would be an advantage if practitioners made it a rule to endorse a short memorandum of the supplemental deed on the previous deed. Just as the later deed gives notice of the earlier, so the earlier should on the face of it bear record to the fact of the execution of the later deed. The writer is not aware that this is often done, but he can see nothing but advantage to be gained from the practice.

Although the previous remarks are confined to deeds, they are mostly applicable to agreements and other documents under hand only. It will be observed, however, that section 53 of the Conveyancing Act, 1881, only applies to deeds. It is suggested in Key & Elphinstone's Precedents that there is no objection to making a deed, such as an appointment of new trustees, supplemental to a will. There would, however, appear to be two objections to this: (1) The probate of a will (which is accepted as evidence of its contents) is a document required for such a variety of purposes and on so many occasions that the chance of its being in different custody to that of the appointment of new trustees is very great, and the fact that no recital of the will is contained in the appointment is likely to lead to inconvenience and to cause extra trouble. (2) It is submitted that the very name "supplemental" is an objection. A will and a deed are so dissimilar in kind that it is inappropriate to speak of one being supplemental to the other. That this is generally felt is shewn by the fact that it is extremely rare to come across instances in which Key & Elphinstone's suggestion has been followed.

The Evidence Before the Land Transfer Commission.

II.

AT the end of our previous article we noticed the discussion before the Commission of the difficulties arising under registration in regard to further advances, and Mr. BRICKDALE'S suggestion that recourse to the register was necessary on the occasion of each advance. The subject was raised again on a subsequent day (Qn. 1318), and the registrar then gave the result of his further consideration of it. "I think," he said, "there is a way in which the lender can protect himself quite efficiently in that case, by taking and registering a charge for his main advance and further advances up to a certain amount, and also taking possession of the land certificate, and entering, in addition, a notice of deposit. That, in my opinion, would protect him for all advances, whether he made inquiry or search at the registry or not."

Considerable discussion took place as to the efficacy of the existing arrangements for protecting settlements of registered land. On a first registration, it is the duty of the registrar—as Mr. BRICKDALE stated (Qn. 283)—to see that the necessary restrictions are placed on the register, but afterwards the duty of seeing that the protection is properly maintained "devolves upon other people outside." This was a little qualified later (Qn. 396), as regards the death of the tenant for life, by reference to section 6 (4) of the Act of 1897, under which the duty of keeping up the registration is then to a certain extent thrown on the registrar. But the evidence seems to have left it doubtful whether the system is really efficient. The policy is "that these matters should be left to families to settle among themselves wherever possible" (Qn. 426). Of course, under private conveyancing the deeds speak for themselves and these difficulties do not arise. In this connection a discussion arose over the Land Transfer Rules, in particular rules 187–189, which expand section 6 (4), and the Commission were evidently startled at the extent to which the rule-making power was carried by section 111 of the Act of 1875. "It almost seems to me," said Lord FABER, "that the rule is master of the Act (Qn. 462).

Mr. BRICKDALE stated in some detail the practice of the registry as to entering restrictive covenants, as to boundaries, and as to forms. Restrictive covenants may be entered on the register, but there is no guarantee that they are entered in the original words, and the registrar "translates" them for registration purposes (Qn. 628). Nor does there seem to be any certainty as to restrictive covenants being entered at all (Qn. 515). Moreover, if they are entered, the register does not shew who can release them (Qn. 309), though it appears that the registrar sometimes cancels restrictive covenants (Qn. 306, 307, 320, 321). There is power under section 84 of the Act of 1875 to modify them, but it appears to be a power that the court will not in practice exercise (Qn. 841). The general result of this somewhat scattered evidence seems to be that the register cannot be relied on to be a faithful record of restrictive covenants, and of the persons who are respectively subject to the burden and entitled to the benefit, and that the effect of a transfer may be to clear the land of the covenants to which it is subject.

On the question of boundaries Mr. BRICKDALE referred at length to letters of the late Lord DAVEY to the *Times* in September, 1885, advocating the principle since adopted—namely, that the register shall not be conclusive. "We consider," said Mr. BRICKDALE (Qn. 355), "that we now reproduce as nearly as possible the policy as to boundaries which obtains in legal conveyancing under the old system, which on the whole is considered to work well." As to forms, Mr. BRICKDALE was careful to emphasize the power which he possesses of accepting variations from the prescribed forms. "The practice is to allow any variation in the form that may be required, provided the principles of the Act as to the exclusion of trusts, and as to the non-reference to deeds off the register, are observed. Subject to those two rules, I think that no objection on the point of form has ever been raised—at any rate, of late years—to an instrument presented for registration" (Qn. 390). And to the remark of Mr. PENNINGTON—"But it makes the registrar the universal conveyancer"—the answer was:—"I cannot get out of that position altogether" (Qn. 392). The question of forms was discussed again on a subsequent day with reference to the permitted additions inserted in the form of transfer in Mr. BRICKDALE'S book (Brickdale and Sheldon's Land Transfer Acts, 2nd ed., p. 586); useless additions, in his view, and only inserted as a concession to the prejudices of conveyancers. But under questions from Mr. GREGORY and Mr. PENNINGTON a different complexion was put on the matter, and Mr. BRICKDALE had to admit that all the additions were effective, though the covenants implied by "beneficial owner" were only required in the case of possessory titles, and though some of the additions effected only a temporary purpose. This series of questions (738-805) will well repay perusal.

To the question put by Lord ALDWYN, as to the practical advantages of registered absolute titles (Qn. 645), Mr. BRICKDALE'S answer can be summarized as follows:—(1) An immediate contract can be made by an intending vendor without waiting to inquire into his title; (2) the purchaser can accept an offer at once and no contract is necessary; (3) facility for raising money on first and second mortgages; (4) simplicity in dealing with settled property; (5) professional help can be dispensed with; (6) when such help is required, the costs are very much reduced; (7) people can see what they are doing and there is no technicality; and (8) there is a Government guarantee to purchasers from registered proprietors (Qn. 645–671). Upon this summary it is not within the scope of the present article to comment.

This closed the registrar's description of the Land Transfer Act system as a "going concern" in full working order. In the course of his evidence up to this point, Mr. BRICKDALE had gone through the provisions of the Acts, and explained the practical working of the system, and it will be understood that we have omitted many points that were raised. He next turned to what he described as the only real difficulty—"how to establish registration in the first instance" (Qn. 672)—and this led him into a review of registration in Australia and on the Continent, and also into an examination in detail of the recommendations of the Registration of Title Commissioners of 1857. That Commission, indeed, fell into the error that a register of land might be as easy as a register of ships or of shares, and the present Commissioners appear to have at once noticed the error (Qn. 691–702). Moreover, they were quick to see that the simplification of conveyancing which their predecessors of 1857 had in view has already been to a large extent achieved by the Conveyancing Act, 1881, and kindred legislation, as well as by the efforts of the profession. For this we must refer to Mr. GREGORY'S questions (706–713) and Mr.

BRICKDALE'S answers. And the great hindrance to further simplification is the Legislature: "If Parliament would allow conveyancing counsel's suggestions to come into effect more quickly, that [the getting rid of technical words] could be done in a moment?—Yes" (Qn. 713).

Mr. BRICKDALE explained that he was at first—as is well known—in favour of voluntary registration, but that he was led to change his opinion chiefly by the "hostile attitude of the legal profession" (Qn. 715), and this attitude he finds expressed in three papers issued by the Law Society, one in 1906 and two in 1907. Upon these papers he commented at length, seeking to controvert their statements and their criticisms of registration—in particular the statement that Lord CAIRNS abandoned registration in favour of the simplification of private conveyancing effected by the Conveyancing Act, 1881. He also criticized the failure of solicitors to realize the advantages of absolute titles and to press them upon their clients (Qn. 873a); and objected that in various ways the Law Society had misrepresented the registration system. All this will be found in questions 715–912, but space forbids our going further into the matter, and it is really not material. The existing objections to registration, will be stated before the Commissioners, and they will doubtless be guided more by the actual evidence for and against registration, than by the criticisms of the registrar on the pamphlet war which preceded the inquiry. We doubt, also, whether the Commission would be impressed by Mr. BRICKDALE'S imaginary conversation between a solicitor and his client on the question of absolute titles, a conversation which he described as the sort of thing that happened "because it is the view that solicitors perfectly sincerely and honestly hold about the whole thing" (Qn. 1050).

In connection with the extension of registration Mr. BRICKDALE explained to the Commissioners the objects of the new rules and fee order under which he obtains the opportunity of investigating all titles, and of offering absolute titles for the same fees as possessory. He admits that on large transactions the new fees constitute a large increase. The increase was first suggested by the necessity of raising revenue for the office; the change as to absolute titles was brought in as a concession in order to give some extra benefit in return for the increased charges (Qn. 1168). The effect of the evidence seems to be that the Land Registry Office has to some extent sacrificed the alleged cheapness of registration as compared with private conveyancing (Qn. 1156–1178), and that, in the necessity for raising revenue, it absorbs, in the more important business, large sums, while it leaves the solicitor, who, in fact, must still be usually employed, and who has difficult inquiries to make, a small part of the total cost of the transaction (Qn. 319, 326, 1316). On the other hand, Mr. BRICKDALE pointed out that in small matters the registry fees were lower than the solicitor's, and that the scale as a whole only enabled the registry to pay expenses and no more.

We must defer for the present Mr. BRICKDALE'S suggestions for the spread of compulsory registration over the whole country, but it may be useful to notice that this is the object at which he aims, the registration to be done in the first instance at the public expense, and quite apart from transactions of sale (Qn. 1342). Meanwhile he recognizes that legislative changes are slow, and it may be impossible to get Parliament to interfere with the initiative given to county councils by section 20 of the Act of 1897. Hitherto none of these bodies have asked for a compulsory order, and Mr. BRICKDALE stated quite plainly to the Commission that he looked to their report to alter this reluctance. In other words, he asked the Commission to give him something with which his friends who are in favour of registration might go to their several county councils, and get them to apply for compulsory orders (Qn. 1278). This is a more modest request than universal and immediate compulsory registration, but a perusal of the play of question and answer between the Commissioners and Mr. BRICKDALE does not indicate that the report will necessarily take this form. At the same time, we do not wish to represent that the Commissioners were not impressed with Mr. BRICKDALE'S case. The evidence shews that on some points he carried them with him: See, for instance, question 871, on the alleged case of a land society refusing to proceed with a proposed purchase because the title was registered as absolute and would cause difficulty on re-sale. "I cannot see myself," said Mr. BUCKMASTER, "how the purchaser [under the society] could have gained anything but great advantage from the system." Against this may be set off the registrar's admission that the registry form may, on occasion, involve a layman in risk (Qn. 838, 1095), and Mr. GREGORY'S pertinent question on the complications of the Acts: "You cannot possibly be aware of the time that unfortunate conveyancers in Lincoln's-inn spend in trying to make out what on earth the Acts do mean in certain respects?"—"I am afraid not" (Qn. 1332).

(To be continued.)

Reviews.

The Constitutions of the Over-sea Dominions.

RESPONSIBLE GOVERNMENT IN THE DOMINIONS. By ARTHUR BERRIEDALE KEITH. Stevens & Sons (Limited).

This book, though only some 300 pages in length, is a most workmanlike account of the constitutions of most of the over-sea dominions. Professing to confine himself to "responsible government" dominions, the author incidentally gives us a good deal of information about Colonial, or, to adopt the new and better word, "over-sea" constitutions generally. The book is well up to date, important cases and statistics of 1908 being cited—even the Companies (Consolidation) Act, 1908, is referred to (p. 284) as being likely to bring about uniformity in company law throughout the Empire. The dry deserts of Parliamentary papers and the jungles of local newspapers seem to have been well explored. As might have been expected from the author's position, the Imperial or home view of some debateable matters is taken, rather than the over-sea view. Thus, in the burning question of the proper construction of the Australian Constitution, raised by *Webb* v. *Outrim*, the author evidently leans to the opinions held by the Judicial Committee as against those of the High Court of Australia (pp. 166-168). On p. 166 one ground of distinction between the American and Australian constitutions—the ease with which the latter can, if necessary, be altered by Imperial enactment—is stated in a way that was hardly brought out in the judgment of the Judicial Committee. On p. 270 there is an excellent criticism of the clumsy procedure of first asking leave to appeal from an over-sea court to the Privy Council, and then formally appealing. One or two improvements in any future edition may be suggested. Tables of cases and statistics would be helpful. On p. 103 there is a curious misprint—"bicameral" for "elected." The meaning of some of the abbreviations in references is obscure; see, for instance, the footnote to p. 188.

Taxes and the Public Revenue.

THE KING'S REVENUE: BEING A HANDBOOK TO THE TAXES AND THE PUBLIC REVENUE. By W. M. J. WILLIAMS. P. S. King & Son.

This small book is neither written by a lawyer nor expresly for lawyers. Incidentally many lawyers will find it useful, as it gathers together in one volume information regarding stamp duties, death duties, income tax, land tax, and licence duties. The book is, however, intended more for the politician and public man generally. The various sources of the Public Revenue of the United Kingdom are stated, with references to all necessary Acts of Parliament, a history of each tax is given, tables showing the yield of each tax for the past twelve years, and the present rate of each tax. The divisions of the subject matter are: Customs duties, Excise duties, Taxes (including licence, stamp, and death duties, land tax, inhabited house duty, and income tax), and "Non-Tax Revenue"—Post Office, Crown Lands, Suez Canal Shares, etc. Something like 350 Acts of Parliament are referred to, from 52 Henry 3, c. 5 (Customs Duty on Wool) to 8 Edw. 7, c. 16 (Finance Act, 1908). The information under the heads of Customs and Excise includes detailed lists of dutiable articles and the duty upon them. Altogether a most useful publication for all taxpayers, especially at the present time.

Local Taxation Licences.

THE LAW AND PRACTICE RELATING TO THE DUTIES ON THE LOCAL TAXATION LICENCES TRANSFERRED TO COUNTY COUNCILS IN ENGLAND AND WALES, AS FROM THE 1ST OF JANUARY, 1909, UNDER THE PROVISIONS OF SECTION 6 OF THE FINANCE ACT, 1908 AND AN ORDER IN COUNCIL ISSUED THEREUNDER. TOGETHER WITH

THE CIRCULAR OF THE LOCAL GOVERNMENT BOARD. By Sir NATHANIEL J. HIGHMORE, Barrister-at-Law, Solicitor for his Majesty's Customs. Stevens & Sons (Limited).

Under section 6 of the Finance Act, 1908, and the Order in Council issued thereunder, the collection of duties upon certain licences has been transferred to county councils, and they and their officers have to exercise in respect of these licences the powers hitherto belonging to the Inland Revenue. The present work has been compiled with the object of affording guidance as to the existing law and practice in regard to the transferred licences—namely, armorial bearings, carriages and male servants, dogs, game, and guns. The book contains the relevant parts of the statutes dealing with these matters—the Revenue Act, 1869, and other Acts—with the decided cases, and also such other practical information as the authorities and officers concerned are likely to require. It will prove useful to them in the performance of their new duties.

Documents for Registration.

PRACTICAL SUGGESTIONS ON THE PREPARATION OF DEEDS AND OTHER DOCUMENTS FOR REGISTRATION AT THE VARIOUS PUBLIC OFFICES; WITH FORMS AND TABLES OF FEES. By CHARLES H. PICKEN. FOURTH EDITION. Waterlow & Sons (Limited).

This is a most useful compendium of information on eighteen different classes of registration, search, etc. It is entirely of a practical nature, and only the most relevant Acts of Parliament are specifically referred to. The substance of enactments relating to registration of bills of sale, land charges, etc., is, however given with great clearness and, apparently, complete accuracy. Solicitors' clerks should find the book invaluable. Among the items of information will be found detailed the steps necessary for securing passports, for enrolling a deed on change of name, etc. These matters are not referred to in most books of practice. Full information is also given as to the various documents to be filed under the Companies Acts.

Books of the Week.

Company Law: a Practical Handbook for Lawyers and Business Men, with an Appendix containing the Companies (Consolidation) Act, 1908, and other Acts and Rules. By Sir FRANCIS BEAUFORT PALMER, Bencher of the Inner Temple. Sixth Edition. Stevens & Sons (Limited).

Gibson and Weldon's Student's Criminal and Magisterial Law. Written specially for Candidates for the Final and Honours Examinations of the Law Society. By the Authors and A. CLIFFORD FOUNTAINE. Fifth Edition. The "Law Notes" Publishing Office.

The Law of War between Belligerents: a History and Commentary. By PERCY BORDWELL, Ph.D., LL.B. Stevens & Sons (Limited).

A Practical Guide to the Law of Agricultural Holdings, including the Text of the Agricultural Holdings Act, 1908, with Notes thereon, and a Form of Farm Tenancy Agreement. By J. W. STANTON, M.A., Solicitor Horace Cox.

Correspondence.

H.M. Territorial Forces.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The President directs me to send you copy correspondence which has passed between Colonel Sutherland Harris and himself on the subject of solicitors' clerks serving in H.M. Territorial Forces, and to ask if you will be so good as to give publicity in your paper to the two letters of which I append copies on the following page.

S. P. B. BUCKNILL, Assistant Secretary.

Law Society's Hall, Chancery-lane, W.C, March 12.

The following is the copy correspondence referred to:—

25th February, 1909.

To the Secretary, The Law Society,

DEAR SIR,—I am writing as officer commanding this Territorial Battalion, and also as a member of the Law Society, to inquire whether the Council can see their way to making an appeal to the members to allow an additional week's holiday at full pay to any of their clerks who may join the Territorial Force? A very great number of employers in London are doing so, and I know cases of firms of solicitors who are adopting this course; but I venture to think that there are a great many more who would be willing to give this encouragement if the Council were to make a general appeal to them to this end. Commanding as I do a Battalion which contains a considerable proportion of clerks in solicitors' offices, I am quite sure that the adoption by solicitors of this suggestion would materially aid recruiting; and as it is notorious that in the days of the Volunteer Force solicitors provided more officers than any other profession, I venture to think that they only have to have the matter brought before them to make them willing to give every encouragement to the Territorial Force. I trust you will be willing to bring this matter before the Council, and if I can be of any assistance to them in the matter I shall be happy to attend to give them any explanation of the terms of service they may desire.—Yours faithfully,

A. SUTHERLAND-HARRIS,
Lieut.-Colonel, Commanding 13th (Kensington) Battalion, the London Regt."

Law Society's Hall, Chancery-lane,
8th March, 1909.

DEAR SIR,—I am requested by the Council of the Law Society to inform you that the question of solicitors encouraging their employees to join the Territorial Force, as raised in your letter to Mr. Williamson of the 25th February, has been under their consideration. The Council feel that this is a matter which must be for the decision of each individual solicitor with regard to his own employees. As however you suggest that it would be advantageous to the members of the Society to know what action the Council consider desirable in this important matter, I beg to say that the Council are of opinion that, where it can be arranged, members of solicitors' staffs, who are members of the Territorial Force, should be allowed an extra week's holiday each year on full pay, on condition that they serve for fifteen days in camp. Further, that in considering arrangements for the holidays of a solicitor's staff, preference during the training season should be given to members of the staff who belong to the Territorial Force. The Council propose to publish the effect of this letter in the Society's *Gazette* and other legal papers.—Yours faithfully,

JAMES S. BEALE, President.

A. Sutherland-Harris, Esq.,
6, St. Helen's-place, E.C.

Advertisements for Claimants in the Chancery Division.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Having lately been engaged in a Chancery action in which it was necessary to trace certain persons, possible claimants, who had emigrated many years ago to one of the Australian colonies, our Australian agent drew our attention to the comparative inefficiency, coupled with the expense, of the ordinary advertisement for claimants, and we think the substance of his remarks is of sufficient interest for reproduction in your columns. Though primarily applicable to Australia, the conditions are doubtless similar in most of the British colonies, and in our correspondent's view there are several ways in which if the profession in this country were to institute inquiries through colonial solicitors, much time and money might be saved.

A few of the methods mentioned are:—

1. A search of the Commonwealth or State Electoral Rolls. Owing to the prevalence of adult suffrage (in some cases for both sexes), there are few adults who are not on an existing electoral roll or some prior roll.

2. A general search at the office of the Registrar of Births, Deaths, and Marriages.

3. Enquiries through the police or Salvation Army.

The police are charged with the duty of checking the Electoral Rolls and visit every house for the purpose.

4. A search in local directories.

All these methods are much facilitated by the fact that, though the area of the colony may be large, the population is comparatively small.

There is the objection that these methods will not reach persons who, for reasons best known to themselves, choose to adopt an alias. In any event such persons are very diffident about answering advertisements however much they are brought to their attention.

The main reason for the inefficiency of advertisements arises from the conditions of colonial life before adverted to.

The population is exceedingly scattered, and the papers in which advertisements are ordered are usually those of large towns on the outer fringe of the country, and there is a large population who never see them, and perhaps have never heard of them. In addition there is a certain class of advertiser in colonial papers who decline to reveal the reason for the advertisement unless promised a large share in whatever there may be for the person advertised for.

This naturally makes people shy of answering advertisements for claimants.

T. & D.

London, March 11.

[See observations under head of "Current Topics."—ED. *S.J.*].

"Signed, Sealed, and Delivered."

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—A little while ago I had to attend before a local British Consul to make an affidavit of an unusual character—anyway, not within my previous experience of some five and forty years.

The executor of A. commenced a suit against the executor of B. to recover something under a deed executed by B. in the early seventies, and for some reason or other the Court ordered the execution of the deed to be formally proved. It so happened that

I was the attesting witness, but it was difficult for me after the lapse of such a long period to say more than that my signature was my own and that I must therefore have seen B., the testator, sign.

But when it came to the oath that I saw B. "duly" sign, seal, and deliver, I was a little uncertain (and I am now) as to what "duly" really means. In the days of my articles, and since, I have interestedly watched the varying directions given by members of the craft (from which I have, except as to special business, long since retired) to make a layman understand what he is doing, some of such directions reading almost like a death warrant, but I myself contend (assuming, of course, *bona-fides*) that any person who signs his name to a document opposite a seal and hands the document back (without a word or gesture) to the witness to formally perfect "duly" signs, seals, and delivers. Am I right?

FRANCIS K. MUNTON.

Switzerland, March 11.

[We think our esteemed correspondent may dismiss his doubts. Delivery of a deed may be effected without words by the act or conduct of the party, from which it can be inferred that he intended to deliver the deed as an instrument binding on him: Co. Litt. 36a, 49b; *Thoroughgood's case* (9 Rep. 136a). "No particular technical form of words or acts is necessary to render an instrument the deed of the party sealing it. The mere affixing of the seal does not render it a deed; but as soon as there are acts or words sufficient to shew that it is intended by the party to be executed as his deed presently binding on him, it is sufficient. The most apt and expressive mode of indicating such an intention is to hand it over, saying: 'I deliver this as my deed'; but any other words or acts that sufficiently show that it was intended to be finally executed will do as well": Blackburn, J., in *Xenos* v. *Wickham* (L. R. 2 H. L., at p. 312).—ED. *S.J.*]

Land Transfer Advertisements.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Is it not contrary to the declared intention and alleged safety of the Land Transfer Acts that in advertisements of applications for registration with absolute or good leasehold title, the title number should be given in each case? The applicant's name must, of course, be stated, but the name and title number enable anyone to inspect the register, or to authorize anyone else to do so, and the privacy of the register seems thus to be to a great extent imaginary. The registered proprietor and his chargees seem to be at the mercy of anyone who chooses to personate the proprietor.

RUSSELL & SONS.

59, Coleman-street, E.C., March 12.

CASES OF THE WEEK.

House of Lords.

GINGELL, SON, & FOSKETT (LIM.) *v.* STEPNEY BOROUGH COUNCIL
12th and 15th March.

MARKET—MARKET IN STREETS—MARKET WITHOUT METES AND BOUNDS—NEW HIGHWAYS—STATUTORY DEDICATION—2 GEO. 3, C. 15—3 & 4 VICT. C. 70, S. 20—WHITECHAPEL IMPROVEMENT ACT, 1853, S. 46—WHITECHAPEL AND HOLBORN IMPROVEMENT ACT, 1865, S. 16.

Held, that the right to hold the market extended to holding it in the streets, and that the dedication of them as highways must be taken to be subject to the user of them for the purposes of the market.

Decision of the Court of Appeal (*reported* 1908, 1 *K. B.* 115) *affirmed.*

Appeal by the defendant borough council from a decision of the Court of Appeal (Vaughan Williams and Buckley, L.JJ., Moulton, L.J., dissenting) affirming in substance an order of Swinfen Eady, J. The plaintiffs were salesmen in the Whitechapel Straw and Hay Market, and the action was brought in consequence of disputes which had arisen between the salesmen and the Council as to the right of the former to cause carts and waggons in connection with the market to stand in Leman-street, Commercial-street, and Commercial-road, all three streets being new streets made under statutory powers and adjoined the High-street, Whitechapel. The market had from time immemorial been held in Whitechapel, and the right to hold it was not disputed, nor was it disputed that the market was a market without metes and bounds; but it was contended by the borough council that the franchise was now confined to the High-street, because there was no franchise exercisable by the salemen in the new streets, which must be deemed to have been dedicated to the public free of such franchise. They contended also that under the Acts in question giving them power to regulate the standing of carts in the market, the salesmen could only stand in the High-street or adjoining streets under directions given them by the appellants' surveyor of pavements. The Court of Appeal held that the statutory dedication of the new part of Commercial-road and of the other new streets adjoining High-street must be taken to be a dedication subject to a right to hold the market therein, and that the salesmen attending the market were consequently entitled as formerly when there was not sufficient room for the market carts in High-street, subject to and in accordance with directions given the local authority by the Act of 1853 to place their waggons in the streets adjoining High-street, including Commercial-road and the other streets formed under statutory powers. The borough council appealed and contended that the new streets could not be used by salesmen as of right for the purposes of the market at all. Carts could only stand there at times when the High-street was full and the council's surveyor had given directions authorizing carts to stand there. Without calling on the respondents,

Lord LOREBURN, C., moved that the appeal should be dismissed. He agreed with the majority of the Court of Appeal that it was the right of every salesman to be in Commercial-road or the adjoining streets subject to orders of the proper authority when the High-street was full. He was unable to see that there was any practical difference between what was contended for by the appellants and the declaration made by the Court of Appeal in view of the fact that the respondents did not dispute that their right to sell in the streets adjoining the High-street when that street was full was subject to the direction of the local authority.

The Earl of HALSBURY and Lords ASHBOURNE and MACNAGHTEN concurred. Appeal dismissed with costs.—COUNSEL, *Macmorran*, K.C., *Courthope Munro*, and *S. G. Turner*, for the appellants; *Avory*, K.C., *Frampton*, and *Woodgate*, for the respondents. SOLICITORS, *George Slade; Baddeleys & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

EBBERN *v.* FOWLER. No. 2. 11th March.

SETTLEMENT—GIFT TO ILLEGITIMATE CHILDREN—ILLEGITIMATE CHILD EN VENTRE SA MERE.

A settlement was made by a mother providing for the children of a daughter who had gone through the ceremony of marriage with her deceased sister's husband. Three weeks after the settlement a child was born to the daughter.

Held that the child took under the settlement.

Re Shaw, Robinson *v.* Shaw (1892, 2 *Ch.* 573) *overruled.*

This was an appeal from a decision of Joyce, J. By a settlement dated the 1st of July, 1879, between T. Ebbern and E. M. Ebbern his wife of the one part, and E. M. Ebbern, Rosetta Ebbern, and the defendants J. G. W. Fowler and M. A. Fowler his wife of the other part, certain stocks were directed to be held in trust for the benefit of E. M. Ebbern and T. Ebbern during their respective lives, part upon certain trusts for the benefit of R. Ebbern during her life and, after her death, of any husband she might marry during his life, if she should so appoint by will, and subject thereto upon certain trusts for the children of R. Ebbern, and as to one other equal third part upon similar trusts for the defendants J. G. W. Fowler and M. A. Fowler his wife, and their children, and as to the remaining equal third part upon trust to pay the income thereof to Elizabeth Kinder, therein referred to as the daughter of E. M. Ebbern and the wife of J. Kinder, during her life, and after her death in trust for the child, if only one, or for the children, if more than one, of E. Kinder, who being a son or sons should attain the age of twenty-one years, or being a daughter or daughters should attain that age or should marry under that age, and if more than one in equal shares. The settlement contained a provision that if any of them, R. Ebbern, the defendant M. A. Fowler and E. Kinder (who were daughters of T. Ebbern and E. M. Ebbern), should die without having any child or children who should live to attain a vested interest in the trust premises, the share of such of them so dying should be held upon the same trusts for the other, or others of them, and their children as were declared concerning their original shares. And it was further declared that Francis Ebbern, a son of E. Kinder, born before her marriage with J. Kinder, should, for the purpose of taking an interest under the trusts by the settlement declared, be considered as the legitimate child of E. Kinder. R. Ebbern married, and died on the 23rd of November, 1887, intestate and without issue. At the date of the settlement, E. Kinder had for some time been cohabiting with J. Kinder, who had been the husband of a deceased sister of E. Kinder, and, on the 31st of October, 1878, she went through the ceremony of marriage with J. Kinder, and continued to live with him as his wife, or reputed wife, until his death in 1887. E. Kinder had issue by J. Kinder, Francis Ebbern, who died under the age of twenty-one; the plaintiff, J. E. Ebbern, who was born on the 23rd of July, 1879; and Gilbert Ebbern, who was born after the plaintiff, and died under the age of twenty-one years. E. Kinder was never married, except to J. Kinder, and she died on the 21st of September, 1903. E. M. Ebbern died on the 28th of April, 1907, her husband, T. Ebbern, having predeceased her. Shortly after the death of E. M. Ebbern, the plaintiff put forward his claim to a half share of the settled property. On the 31st of July, 1907, an order was made directing the transfer into court of one-half of the stock settled, and this was done. The plaintiff claimed a declaration that, upon the true construction of the settlement, and in the events which had happened, he was entitled to the sum of £1,560 1s. 2d. India Three and a Half per Cent. Stock, which had been so transferred into court. Joyce, J., held that he was bound by the decision of North, J., in *Re Shaw, Robinson* v. *Shaw* (1894, 2 Ch. 573),

to hold that the plaintiff took no benefit under the settlement. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—This is in form an appeal from a decision of Joyce, J., but I think it is more accurate in substance to say that it is an appeal from the decision of North, J., in *Re Shaw* (*supra*), which Joyce, J., thought himself bound to follow, leaving it to the Court of Appeal to deal with the case as they might think fit. [His lordship then discussed the settlement and said that for the purposes of a case of this kind there was no distinction between a deed and a will, and that on the terms of the settlement the case was indistinguishable from *Hill* v. *Crook* (L. R. 6 H. L. 265), and continued:] So far, I have considered the case apart from North, J.'s decision, with which I must deal shortly. In that case Shaw went through the ceremony of marriage with his aunt in 1843. Subsequently, in 1844, there was a settlement in favour of "the child, children, or grandchildren, of all, or any one, or more, of the children or other issue of the said Wm. Shaw and Emma his wife." There were ten children, one of whom was born a month after the date of the settlement, and nine were born subsequently. The question was whether the one child could take, and the learned judge says this: "That is clearly intended as a provision for illegitimate children subsequently to be born to an extent that cannot wholly take effect: it was not the intention to give the whole to the first; but it is said that the legal effect was to give the whole to the first. I am of opinion that such is not the legal effect. No doubt there was a child then begotten in favour of whom a settlement might have been made, if proper and apt words had been used; if the settlement had referred to a child already begotten and not born, for example, that might have been sufficient. I do not find a trace of anything indicating a reference to that child otherwise than as one of a class." In my opinion that is really inconsistent with the decision in *Hill* v. *Crook*. In *Hill* v. *Crook* the gift was a class gift. It was a gift to existing and future illegitimate children of the testator's daughter, as she might appoint. The power was exercised in favour of four children, two of whom were born at the date of the testator's will. The House of Lords upheld the decision of the Court of Appeal, who had overruled a demurrer which had declared that the two children born at the date of the testator's death could not take. As regards the two other children, one of whom was *en ventre sa mère* at the date of the testator's death, the case was left open by the House of Lords, and came before Hall, V.C. (*Crook* v. *Hill*, 3 Ch. D. 773), who held that the child *en ventre sa mère* took, but that the subsequently born child could not take on grounds of public policy. That is a decision that, although there was a gift to four persons, one of whom could not take, the three of them who could take took the whole. With the greatest respect to North, J., I think that the view he took in *Re Shaw* was inconsistent with the law as laid down by the highest authority and ought not to be followed. The appeal, therefore, must be allowed.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgments allowing the appeal.—COUNSEL, for appellant, *Hughes*, K.C., and *Harman*; for respondents, *Church*; *H. E. Wright*. SOLICITORS, for appellant, *E. W. Reeves*, for *Sedgwick, Turner, Oddie, & Sworder*, Watford; *Church, Adams, & Prior*, for *Matthew Arnold*, Watford; *Edward J. H. Carter*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

MAYOR OF WESTMINSTER *v.* RECTOR AND CHURCHWARDENS OF ST. GEORGE'S, HANOVER SQUARE. No. 2. 5th March.

BURIAL GROUND—UNCONSECRATED GROUND—CLOSED BY ORDER IN COUNCIL—VESTED IN RECTOR AND CHURCHWARDENS—RIGHT TO ADMINISTER INCOME—PARISH—VESTRY—BOROUGH COUNCIL—CHURCH PROPERTY—BURIAL ACT, 1857 (20 & 21 VICT. C. 81), S. 24—LONDON GOVERNMENT ACT, 1899 (62 & 63 VICT. C. 14), SS. 4, 23.

Where ground originally purchased for the purposes of a cemetery, but never consecrated, is vested in the rector and churchwardens of a parish, but the income derived from any lease thereof is by the Burial Act, 1857, s. 24, to be applied for the purposes of the parish as the vestry may direct, this power of the vestry is not a power relating to the affairs of the church within section 23 of the London Government Act, 1899, and is consequently transferred to the borough council under section 4 of the last-mentioned Act.

This was an appeal from a decision of Warrington, J. (reported 1908, 2 Ch. 600). The parish of St. George, Hanover-square, was constituted under the joint operation of three statutes of the years 9 Anne, 10 Anne, and 6 Geo. 1 respectively, which were passed with the object of providing for the building of a number of new churches in and about the metropolis. The affairs of the parish were, under the Acts, governed by a select vestry constituted by an order of the commissioners appointed by the Acts. The rector and churchwardens were members of the vestry until the year 1855. The rector was *ex-officio* chairman of the vestry until the office of chairman became elective under the Local Government Act, 1894, and remained chairman by election until the abolition of vestries under the London Government Act, 1899. In 1757 the attention of the vestry was drawn to the fact that the old burial-ground of the parish of St. George had become overcrowded and that it was necessary to acquire additional ground for the purpose of burials. The result was the acquisition of a piece of ground, being part of Tyburn-field, five acres in extent, which formed part of the property of the Bishop of London and was available for the purpose, and a private Act of Parliament, 3 Geo. 3, c. 50, intituled an Act for vesting certain parcels of land in Paddington, in the county of Middlesex, in the rector and churchwardens of the parish of St. George, Hanover-square, in the said county, and appropriating the same for a burial-ground for the said parish, was obtained. Shortly afterwards the vestry proceeded to build upon part of the land a chapel. The vestry also proceeded to enclose the greater portion of the land for the purposes of burial. The enclosed ground was consecrated in 1765, but the southern portion of the land remained unconsecrated. In 1767 and 1768 the rector and churchwardens, acting under the direction of the vestry, granted building leases for ninety-nine years of the plots lying east and west of the forecourt of the chapel. The ground-rents of the leases amounted to £30 a year. From 1768 to 1854 the rents were received by the churchwardens, and were accounted for by them in their accounts, with other sums received by them, as part of the revenues of the church—*e.g.*, pew rents, offertories, and such like. The vestry obtained the consecration of the chapel forecourt on the 7th of April, 1816. In 1854 the burial ground was closed by Order of Council pursuant to the Burial Act, 1852, and a burial board was constituted for the parish, a new burial-ground being obtained. From 1854 to 1865 the £30 ground-rent was paid to, and received by, the burial board. Section 24 of the Burial Act, 1857, provides, with regard to certain unconsecrated ground vested in trustees for the purpose of burial, that it might be let, and the net rents applied by the trustees for the benefit of the parish. In 1865 the leases granted by the rector and churchwardens fell in, and the rector and churchwardens, under the direction of the vestry, granted new leases for twenty-one years at rents amounting to something over £2,000 a year. The rents were collected by the clerk of the vestry, and were applied as part of the general revenues of the parish. The leases of 1865, which, though made under the direction of the vestry, were not made with the consents required by the Act of 1857, fell in in 1886, whereupon new leases, with the consents required, were granted. In or about 1900 the then existing houses were pulled down, and fresh leases were granted by the rector and churchwardens, acting under the direction of the vestry, and, after the coming into operation of the Act of 1899, of the city council. The transfer under the Act of the vestry's powers and property to the city council took place in 1900, and shortly after that time the questions which gave rise to the present action began. The rents had since been kept in *medio*. During the period to which the matters above mentioned related the property had been managed by the vestry, documents being signed by the rector and churchwardens as the legal owners of the land, but, except so far as the rector and churchwardens were acting as members of the vestry, the rector and churchwardens took no part in the management. Warrington, J., came to the conclusion that the houses in question came within section 24 of the Act of 1857; that the word "parish" in that section meant not the ecclesiastical, but the civil parish, as defined by the Burial Act, 1852, and that this power of the vestry to direct the application of the rents was not a power relating to the affairs of the church within section 23 of the Act of 1899, but had passed to the council under section 4, although but for section 24 of the Act of 1857 his lordship would have held that the land must be treated as a whole, and that the powers did relate to the affairs of the church. The order as finally settled provided that the money, after payment of incumbrances, should be applied in such manner for the benefit of the parish of St. George, Hanover-square, as the same existed at the date of the passing of the Burial Act of 1857, and subject to any modifications from time to time made by or under any statute as to such area as the plaintiffs—being the successors of the old vestry—should direct, with liberty to apply as to incumbrances. The defendants appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON, L.J., BUCKLEY, L.J., dissenting) dismissed the appeal.

COZENS-HARDY, M.R., stated the facts and continued: It may well be that if these houses had been taken by a railway company, under statutory powers, either before or after the Act of 1857, the purchase money would have been applied for purposes of an ecclesiastical nature, similar, as far as possible, to those affecting the cemetery. I assume this in favour of the appellants, without deciding it. But in my opinion section 24 deliberately altered this. The earlier words in the section clearly apply to the property in question in this action. Leases have been granted with the requisite consent purporting to be under the powers conferred by that section, and in my opinion Parliament enacted that, where a cemetery of this peculiar character, intended and provided for the purpose of burial of the inhabitants of a parish, had a portion unconsecrated and unused, it should be competent to the vestry to direct the application of the residue of the moneys in any way they might think fit, whether secular or ecclesiastical, for the benefit of such parish, which means, of course, of the inhabitants of the parish. I decline to limit these words in any way or to hamper the full discretion of the vestry. If, therefore, nothing happened after 1857, I think the vestry could have claimed to direct the application of the residue of the money. But the London Government Act, 1899, abolished the vestry, and by section 4 all their powers and duties, including those under any local Act, are transferred to the borough council, and that council are made their successors. It seems to me plain that this section covers the present case, unless section 23 (1) excludes it. The material words in section 23 are: "Nothing in this Act shall transfer to a borough council any powers or duties of a vestry which relate to the affairs of the church or any interest of a vestry in any church property." In my opinion, the power conferred by section 24 of the Act of 1857 upon the vestry was not a power which related to the affairs of the church. I see nothing to limit the operation of section 4. In my opinion the judgment of Warrington, J., was correct, and this appeal must be dismissed.

FLETCHER MOULTON, L.J., also read a judgment dismissing the appeal.

BUCKLEY, L.J., read a judgment, in the course of which he said that he did not agree with Warrington, J., that the power of the vestry to direct the application of the proceeds of the unconsecrated land was not a power relating to the affairs of the church. He thought that if a part of the unconsecrated ground had been taken under compulsory powers the income from the resulting funds would have gone for ecclesiastical purposes, and in the absence of some provision in section 24 to the contrary, the same was true of proceeds of sale or letting under the Act. If the judgment under appeal was right, the trustees in whom the power to sell or let resided were ecclesiastical persons, and the vestry which had to direct the application of the proceeds was the borough council. The churchwardens, as ecclesiastical persons, remained under the statute of 3 Geo. 3 liable for the reserved rents, but the proceeds of leases and sales made by the rector and churchwardens went as a body, which was not an ecclesiastical body, directed. His lordship could not think that, in the absence of any words in the relevant Acts apt for this purpose, anything in the Act of 1857 led to this result. If the land was originally vested in the rector and churchwardens as ecclesiastical persons, as the result of a purchase with ecclesiastical funds, with an obligation to the churchwardens to pay the reserved rents, and charge them in their accounts relating to the revenues of the church, it followed that the "vestry" in section 24 of the Act of 1857 was not the borough council. His lordship was of opinion that the power created by section 24 of the Act of 1857 was not a power to alter the destination to which, but for that section, the funds would have gone. The power of the vestry under section 24 was a power relating to the affairs of the church, and consequently did not pass by transfer to the borough council. The appeal, therefore, ought to succeed, but as the majority of the court were of the opposite opinion it must be dismissed.—COUNSEL, for appellants, *Danckwerts*, K.C., *Cave*, K.C., and *Errington;* for respondents, *Upjohn*, K.C., *Brooke Little*, and *Gover*. SOLICITORS, *Capron & Co.; Allen & Son.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—King's Bench Division.

ATTORNEY-GENERAL *v.* **ANGLO-ARGENTINE TRAMWAYS CO. (LIM.)**

Channell, J. 16th Feb.

REVENUE—STAMP DUTY—COMPANY—INCREASE OF REGISTERED CAPITAL—AUTHORIZED CAPITAL—STAMP ACT, 1891 (54 & 55 VICT. C. 39), S. 112—FINANCE ACT, 1899 (62 & 63 VICT. C. 9), S. 7—REVENUE ACT, 1903 (3 ED. 7, C. 46), S. 5.

A limited company passed a resolution authorizing the directors to increase the capital of the company by an amount not exceeding £5,000,000. This was to be done by the creation and issue from time to time of £5 shares. The resolution was carried out, but only so as to increase the capital by £3,000,000. Stamp duty was paid on this amount. The Crown claimed that stamp duty was payable on £5,000,000, which was the amount of increased capital authorized by the resolution.

Held, that the words "registered capital" in section 112 of the Stamp Act, 1891, must be read as meaning "authorized capital," and, as £5,000,000 was the amount of increased capital authorized by the resolution of the company, stamp duty was payable on that amount.

This was an information filed by the Attorney-General claiming £12,500 and interest from the defendants as a debt due to the Crown. The parties had stated the questions of law in a case for the opinion of the court. The defendants were an English company, incorporated by registration, with limited liability under the Companies Acts, in the year 1887, with a capital of £800,035, divided into 160,007 shares of £5 each. By article 42 of the articles of association the company had power to increase its capital, and on the 26th of July, 1907, a resolution was passed authorizing the directors of the company to increase the capital by £5,000,000 for the purpose of working some tramways in Buenos Ayres. On the 1st of July, 1908, at a meeting of the directors of the company it was decided to increase the capital by nearly £3,000,000. On the 4th of July, 1908, a statement of increase of capital was delivered by the defendant company to the Registrar of Joint Stock Companies, and capital duty, under section 112 of the Stamp Act, as amended by section 7 of the Finance Act, to the amount of £7,000 was paid thereon. For the Crown it was contended that the capital was increased when the resolution of the 26th of July was passed. Section 112 of the Stamp Act, 1891, enacted that "a statement of the amount which is to form the nominal share capital of any company now registered, or to be registered, with limited liability, shall be delivered to the said registrar, and every such statement shall be charged with an *ad valorem* stamp duty of 5s. for every £100, and any fraction of £100 over any multiple of £100 of the amount of such capital or increase of capital as the case may be." "Registered capital" in that section meant "authorized capital." It was argued for the defendants that there was no increase until the directors passed the resolution in 1908. No tax was payable until the directors, acting on the authority of the resolution of the 26th of July, 1907, issued the shares, and stamp duty ought only to be paid on the amount by which the capital was actually increased.

CHANNELL, J., in giving judgment, said the scheme of the Legislature was that there should be a maximum sum which the company should be authorized to get; the actual amount, in fact, which the company required. In 1891, to prevent companies from taking a nominal authority to raise sums which they were never likely to get, an *ad valorem* stamp duty was put on the amount for which they were to be authorized to ask. It would seem, if that were the case in respect of the original capital, that it must also be so if the capital were at any time increased. It was intended that the public should have access to the register of joint stock companies in order that they might know how much capital any company was authorized to obtain—the limit of its authority. Undoubtedly the authorized capital was increased by the resolution of the 26th of July, 1907, and afterwards the directors increased the real capital, as distinct from the authorized capital, to the extent which they thought expedient. Therefore "registered capital" in section 112 (*supra*) must be read as "authorized capital," and that being so, the rest followed. There would be judgment for the Attorney-General for the sum claimed, after giving credit to the company for payments already made by them, together with interest and costs. Stay of execution for three weeks.—COUNSEL, for the Crown, *Sir S. T. Evans*, S.G., *Austen-Cartmell*, and *W. Finlay;* for the defendant company, *Sir Robert Finlay*, K.C., and *Cane*. SOLICITORS, for the Crown, *Solicitor of Inland Revenue;* for the defendants, *Ashurst, Morris, Crisp, & Co.*

[Reported by GERALD DODSON, Barrister-at-Law.]

REDERIAKTIESELSKABET SUPERIOR *v.* **DEWAR & WEBB.**

Bray, J. 19th Feb.; 5th March.

SHIP—CHARTER-PARTY—LIEN—DEAD FREIGHT—DEMURRAGE—CHARGES.

A charter-party provided that "the owner or master of the vessel shall have an absolute lien and charge upon the cargo and goods laden on board for the recovery and payment of all freight, demurrage, and all other charges whatsoever."

Held, that on the true construction of the words "all other charges whatsoever" dead freight was not included, and that "charges" meant sums paid in connection with the performance of the ship in loading the cargo, and were not necessarily confined to charges specified in the charter-party.

Held, also, that demurrage payable in advance may be subject to a lien.

The plaintiffs, who were owners of the barque *Superior*, claimed that they were entitled to exercise a lien for certain sums in respect of dead freight, demurrage, and charges, and entitled to payment thereof, under a charter-party dated the 27th of February, 1907, by which the vessel was chartered to Messrs. Willenz & Co. The defendants, who were bill of lading holders, denied liability in respect of lien for any sums for demurrage, dead freight, or charges. Clause 19 of the charter-party provided that: "The owner or master of the vessel shall have an absolute lien and charge upon the cargo and goods laden on board for the recovery of payment of all freight, demurrage, and all other charges whatsoever." Clause 13 provided that "demurrage shall be paid to the said master . . . day by day as falling due." The words of the bill of lading were sufficiently wide to incorporate the provisions of the charter-party, and it was admitted that the ship was not fully loaded at the port of loading, and that the plaintiffs had a good claim against the charterers for damages. The arguments are sufficiently indicated by the judgment.

BRAY, J., in the course of his judgment, said the liability in respect of dead freight depended on the true construction of clause 19 of the charter-party, in which dead freight was not specifically mentioned, as in a later clause of the charter. It had been contended that it was included under "all charges whatsoever," but he ought not to read "charges" as including dead freight unless that would be the ordinary and natural meaning of the word "charges." The word did not, in his opinion, in its ordinary signification mean a claim for damages for breach of contract, but meant such as the master of ship had to pay, and not sums which the ship was entitled to receive. Primarily, also, it meant liquidated and not unliquidated damages. The plaintiffs' claim for dead freight therefore failed. The claim for demurrage also depended on the true construction of clause 19. It seemed to him that the intention being as expressed in clause 19 that the ship should have a lien for all demurrage, and there being no distinction made in the charter-party between demurrage at the port of loading and the port of discharge, he had no right to limit the lien or give the words "all demurrage" anything else than their ordinary signification. The case of *Pedersen* v. *Lotinga* (28 L. T. O. S. 267), which had been cited, did not bind him in the present case where there was no cesser of liability clause; in the case of *Gardiner* v. *Trechman* (15 Q. B. D. 154), which was also cited, the terms of the charter-praty were quite different. He could find no authority for the proposition that there cannot be a lien for a sum payable in advance or due before the time when the lien is to attach. A general lien could be given by agreement, and, therefore, a lien could be had for moneys overdue. He had come to the conclusion that in the present case the words in the charter-party were wide enough to give a lien for demurrage at the port of loading, although it was payable there day by day. There was a claim in respect of charges, and although it was not necessary for him to give a definition of the word, he thought they must be sums paid in connection with the performance of duties which the ship had to perform in loading the cargo, and were not necessarily confined to charges specifically mentioned in the charter-party.—COUNSEL, *Bailhache*, K.C.; and *Adair Roche*, for plaintiffs; *Scrutton*, K.C., and *Leck*, for defendants. SOLICITORS, *Botterell & Roche; Thomas Cooper & Co.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Bankruptcy Cases.

Re **COOK**. *Ex parte* **PARSONS**. Phillimore and Coleridge, JJ. 15th March.

BANKRUPTCY—DEED OF ARRANGEMENT—LIABILITY OF TRUSTEE UNDER DEED TO TRUSTEE IN BANKRUPTCY.

A trustee under a deed of arrangement took possession of the debtor's stock and sold part of it for £70. Upon hearing that a petition had been presented, the trustee went out of possession, leaving the remainder of the stock in the hands of the debtor, who made away with it before the receiving order was made against him.

Held, that the trustee under the deed must account to the trustee in bankruptcy for the whole of the stock which he had taken possession of and not merely for what he had sold during the time he was in possession.

Appeal from an order made by the county court judge at Newport, Mon., directing the respondent to pay £67 to the trustee in bankruptcy. On the 17th of January, 1908, the debtor executed a deed of assignment for the benefit of his creditors, under which the respondent was trustee. The respondent at once took possession of the debtor's stock by putting one of his own clerks into the debtor's place of business and appointing the debtor to manage the business, which was that of a cycle and musical instrument dealer, at a weekly wage. The clerk drew up an inventory of the stock as it stood on the 17th of January, and valued it at £188. The respondent carried on the business for a time, and sold goods to the amount of £70, but hearing that a petition had been presented against the debtor, he relinquished possession on the 1st of February, withdrew his clerk, and left the debtor in absolute control. The debtor sold some goods, and assigned others to his sister-in-law. A receiving order was made against him on the 10th of March, and when the official receiver went to take possession of the business he found about £40 worth of goods on the premises, which were claimed by the debtor's sister-in-law. A trustee in bankruptcy was shortly afterwards appointed, who decided not to enter into litigation with the sister-in-law, but elected to treat the trustee under the deed as a trespasser, and moved in the county court for an account of the goods taken possession of on the 17th January, and for delivery of such goods on payment of their value. The county court judge refused to order the respondent to pay more than the sum of £67, being the sum received for goods sold by him, less £3 which he had handed over to the official receiver. The trustee in bankruptcy appealed. Counsel for the appellant contended that the respondent, having taken possession of £188 worth of goods, was bound to hand over those goods or their value to the trustee in bankruptcy. Counsel for the respondent contended that the respondent had never converted the whole of the goods; he was merely a trespasser, who had trespassed as to certain of the goods, and then ceased from his trespassing. To make him liable for the goods which he had left in the hands of the debtor was to treat him as a negligent agent, and the trustee in bankruptcy could not treat him both as a trespasser and as an agent.

PHILLIMORE, J., held that the respondent had unquestionably converted all the goods; he took possession, put his clerk in, made an inventory, entrusted the debtor with large powers of management, and sold about one-third of the stock. Under the circumstances he took possession of the goods with that kind of intention which constitutes conversion. That being so he must pay over the value of all the goods which he had not handed over to the trustee.

COLERIDGE, J., concurred, holding that an intention to convert was shown by taking possession of the goods under a deed which involved their realisation, and by the sale of one-third of the goods so taken. Appeal allowed.—COUNSEL, for appellant, *Parsons* and *Raymond Allen*; for respondent, *Herbert Jacobs*. SOLICITORS, *Frank Lewis*, Newport, Mon.; *Kinch & Richardson*, for *Lynden, Moore, & Cooper*, Newport, Mon.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

GILL AND ANOTHER *v.* **GILL AND OTHERS AND THE OFFICIAL SOLICITOR**. Bargrave Deane, J. 12th March.

PROBATE—WILL TORN IN PIECES—ADMITTED TO PROBATE—MISSING WORDS—PAPER WITH WORDS ANNEXED TO WILL—WILLS ACT, 1837 (1 VICT. C. 26).

Where it appeared that a will had been torn in pieces in a testator's presence without his authority, but that the pieces had been subsequently preserved with his assent as representing his testamentary intentions, it was

Held, that the will could be admitted to probate. Missing words will not be read into a will by the court, but when proved may be contained in a paper attached to the will.

Probate action arising out of the testamentary dispositions of the late J. H. Gill, of Hebden Bridge, Yorkshire, who died on the 7th of July, 1908. The plaintiffs were the widow and one Alfred Ogden, who, as executors, propounded a will dated the 22nd of December, 1902. The defendants were the four sisters and brother of the testator. The last named was a person of unsound mind, not so found by inquisition, and represented by the official solicitor, his guardian *ad litem*. The will was not contested by the sisters, but the official solicitor pleaded, first, that the will was not duly executed according to the Wills Act, 1837 (1 Vict. c. 26); and, secondly, that the will was revoked by the deceased—having been torn up by him or by his wife in his presence and by his direction, *animo revocandi*—in October or November, 1904. As one of the next-of-kin, the male defendant asked that the will should be pronounced against. It appeared that the testator by his will had left all his property to his wife. The document had been drawn up by a Mr. Sutcliffe (solicitor and friend of the testator), and had been attested by that gentleman and by one of the testator's clerks. Except on occasions when the testator was intemperate he and his wife lived on affectionate terms. One evening, in either the months of October or November, 1904, the testator, under the influence of alcohol, made use of an offensive remark to his wife, who, in a fit of temper, ran to the drawer where the will was kept and tore the document in pieces, which she then threw into the face of her husband. The testator laughed at the action of his wife, who picked up the pieces and placed them in the drawer. On the following day, in the presence of Miss Whitham, a friend—who gave evidence—the wife pinned the pieces together. The same day the testator, during lunch, said to his wife, "Show Miss Whitham what you did in your temper last night." Mrs. Gill did so. The pinned pieces were examined by the testator, who remarked: "It's all right, it is quite readable; but won't Sutcliffe be amused when he sees what you've done." Subsequent to this conversation the testator informed various people that he had left all his property to his wife, and repudiated the suggestion made that there might be trouble owing to the will being torn in pieces. After her husband's death Mrs. Gill, acting on advice, pasted the pieces on a sheet of paper. Mrs. Gill, in the course of her evidence, stated she was unable to recollect the remark of the testator that roused her anger; but it did not refer to his will. She had asked him whether he desired to make another will, to which he had replied, "No, I do not." He had never told her to destroy the will, and both of them had always treated the incident as a joke. Mrs. Gill had inherited a legacy of £500 in 1904 or 1905, which she had handed to her husband, and it now formed part of his estate, which was valued at £2,500. Counsel for the defendant submitted that the plaintiffs had not discharged the burden of proof which was imposed by the law upon them. As Mrs. Gill had stated that she could not remember the testator's remark which had caused her to tear the will, it was fairly obvious that the testator must have referred to the document. If the testator had revoked the will or had been a party to its destruction, no statements made by him subsequently could reinstate the will. Reliance was placed upon *Mills* v. *Millward* (15 P. D. 20).

BARGRAVE DEANE, J., said that he had no doubt about the case. According to the Wills Act, a will could be revoked by tearing by the testator, or with his authority and in his presence. The will in question had been torn up without doubt in his presence, but there was no evidence to show that it had been done by his authority; on the contrary, he (his lordship) accepted Mrs. Gill's statement that she had done it in anger. It was a very silly thing for her to do, but he thought that neither she nor the testator were responsible for their actions on that evening—she through temper, and he through drink. Accordingly the testator had not the capacity to give instructions for the revocation of the will, nor had Mrs. Gill to appreciate what she was doing. The case of *Mills* v. *Millward* (*supra*) was good law. It was clear that no subsequent authority could give effect to an act already done without authority. Except by a duly executed document no will could be revived, and similarly the testator could have revoked his will by another one had he so desired. But it was clear that the testator had always regarded the torn will as a good one, and had examined it to see if it was legible. The will must be admitted to probate, and the official solicitor would be entitled to all costs reasonably incurred by him in the action.

Application was then made that one or two words missing from the will should be inserted by the court on the authority of *Sugden* v. *Lord St. Leonards* (24 W. R. 479; 1 P. D. 154). There was oral evidence as to what the words were.

BARGRAVE DEANE, J., said he remembered that the late Lord Hannen had strongly disapproved of words being read into a will. He would, however, assist the plaintiffs by directing the learned registrar to annex to the will a paper containing the words which he found had been proved. He could do no more for them.—COUNSEL, *Tindal Atkinson*, K.C., and *Grazebrook; Priestley*, K.C., and *Willis*. SOLICITORS, *Ridsdale & Son*, for *Sutcliffes*, Hebden Bridge; *Official Solicitor*.

[Reported by DIGBY COTES-PREBDY, Barrister-at-Law.]

D. *v.* **D. (KING'S PROCTOR INTERVENING)**. Bigham, P. 15th March.

DIVORCE—INTERVENTION BY KING'S PROCTOR—ORDER FOR DISCOVERY—APPEAL IN CHAMBERS.

Where the King's Proctor has intervened in a suit, the court will not make an order upon him to give the petitioner discovery of documents.

Appeal in chambers from an order made on a summons by Registrar Pritchard directing the King's Proctor to give discovery of documents. On behalf of the King's Proctor it was contended that the practice was that no order for discovery could be made against him. There were two unreported cases in which an order had been made, one *per incuriam*, and in the second no reason for the decision could now be traced. [BIGHAM, P.—Is there any authority for giving discovery

against the Crown?] Counsel for the petitioner stated that the King's Proctor had not so far given the usual facilities to the petitioner.

BIGHAM, P.—I shall reverse the order of the learned registrar.

The King's Proctor did not ask for costs.—COUNSEL, for appellant, *Rowlatt* and *Victor Russell;* for petitioner, *Bayford.* SOLICITORS, *King's Proctor; T. D. Dutton.*

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

New Orders, &c.

Rules of the Supreme Court.

PROCEDURE ON APPLICATIONS FOR CONFIRMATION BY THE COURT OF THE REDUCTION OF THE CAPITAL OF COMPANIES UNDER THE COMPANIES (CONSOLIDATION) ACT, 1908.

The following Draft order has been published under the Rules Publication Act, 1893 :—

PRELIMINARY.

1. *Commencement of Order.*—This Order shall take effect and come into operation on the 1st day of April, 1909, and shall apply to all proceedings in the High Court of Justice with relation to the confirmation by the Court of the reduction of the capital of companies whether commenced before or after that day, but every such proceeding taken before that day shall have the same validity as it would have had if this Order had not been made.

2. *Revocation of former orders.*—The General orders of the Court of Chancery of the 21st day of March, 1868, and the 2nd day of March, 1869, and the forms thereby prescribed are hereby revoked and annulled provided that such revocation and annulment shall not prejudice or affect anything done or suffered before the date on which this Order comes into operation under any Order or Rule which is hereby revoked and annulled.

3. *Interpretation.*—In this Order—

"The Act" means the Companies (Consolidation) Act, 1908, and Sections 46 to 56 thereof are particularly referred to.

"The Court" includes any judge of the High Court of Justice having for the time being jurisdiction to confirm the reduction of the capital of Companies.

"Judge" means any judge of the High Court having for the time being jurisdiction to confirm the reduction of the capital of companies and includes any Registrar, Master, or other Officer exercising the powers of any such judge.

"The Petition" means the petition presented by the company for the confirmation by the Court of the reduction of the capital of the company.

"The company" means the company which presents the petition for reduction of its capital.

4. *Application of Rules of Supreme Court.*—The Rules of the Supreme Court for the time being in force and the general practice of that Court including the course of procedure and practice in Chambers shall apply as regards all proceedings in relation to the confirmation of any reduction of capital by the Court so far as may be practicable except if and so far as by the Act or this Order otherwise provided. In particular if and when the Court is for the time being a judge of the Chancery Division the provisions of Order 5, Rule 9 (A), shall apply to all such proceedings as being business assigned within the meaning of that Rule.

5. *Title of petition.*—The petition and all notices, affidavits and other proceedings under the petition shall be intituled in the matter of the company, and in the matter of "The Companies (Consolidation) Act, 1908."

6. *Summons for directions* (1).—When the petition has been presented, an application shall, in every case, be made, *ex parte*, by summons in chambers, to the judge, for directions as to the proceedings to be taken preliminary to the hearing of the petition or otherwise with reference thereto.

(2) Upon the hearing of the summons, or upon any adjourned hearing or hearings thereof or any subsequent application, the judge may make such order or orders and give such directions as he may think fit as to all the proceedings to be taken on and with reference to the petition, and more particularly with respect to the following matters, that is to say—

(*a.*) The publication of notice of the presentation of the petition;

(*b.*) In cases within section 49 (1) of the Act, the proceedings to be taken for settling the list of creditors entitled to object to the proposed reduction; fixing the date with reference to which the list of such creditors is to be made out, pursuant to that section; and generally fixing a time for and giving directions as to all other necessary or proper steps in the matter of the petition whether expressly mentioned in any of the Rules of this Order or not.

(3) In cases within section 49 (1) of the Act, the first insertion in a newspaper of the notice of presentation of the petition and fixing the date with reference to which the list of creditors is to be made out, shall be directed to be made at such time before the date so fixed as the judge shall think fit, not being, unless for special reasons shown to the satisfaction of the judge, less than one calendar month before the date so fixed, and in such cases the first order upon the summons for directions may be in the Form No. 1 in the Schedule hereto, with such variations as the circumstances of the case may require.

7. *Advertisement of petition.*—Notice of the presentation of the petition shall be published at such times, and in such newspapers as the judge shall direct, and may be in the Form No. 2 in the Schedule hereto, with such variations as the circumstances of the case may require.

8. *Affidavit as to creditors.*—In cases within section 49 (1) of the Act the company shall, within such time as the judge shall direct, file in the Central Office of the High Court of Justice an affidavit made by some officer or officers of the company competent to make the same, verifying a list containing so far as possible the names and addresses of the creditors of the company as defined by that section of the date fixed as mentioned in Rule 6 (2) (*b*) of this Order, and the amounts due to them respectively, or in the case of any debt payable on a contingency or not ascertained or any claim admissible to proof in a winding-up of the company the value, so far as can be justly estimated of such debt or claim, and leave the said list and an office copy of such affidavit at the chambers of the judge.

9. *Form of affidavit.*—The person making such affidavit shall state therein his belief that such list is correct, and that there was not at the date so fixed as aforesaid any debt or claim which, if that date were the commencement of the winding-up of the company, would be admissible in proof against the company, except the debts and claims set forth in such list, and shall state his means of knowledge of the matters deposed to in such affidavit. Such affidavit may be in the Form No. 3 in the schedule hereto, with such variations as the circumstances of the case may require.

10. *Inspection of list of creditors.*—Copies of such list containing the names and addresses of the creditors, and the total amount due to them (including the value of any debts or claims estimated as aforesaid), but omitting the amounts due to them respectively, or (as the judge shall think fit) complete copies of such list, shall be kept at the registered office of the company and at the offices of their solicitors and London agents (if any) and any person desirous of inspecting the same may at any time during the ordinary hours of business inspect and take extracts from the same on payment of the sum of one shilling.

11. *Notice to creditors.*—The company shall, within seven days after the filing of such affidavit, or such further or other time as the judge may allow, send to each creditor whose name is entered in the said list a notice stating the amount of the proposed reduction of capital, and the amount or estimated value of the debt or the contingent debt or claim or both for which such creditor is entered in the said list, and the time (such time to be fixed by the judge) within which, if he claims to be a creditor for a larger amount, he must send in his name and address, and the particulars of his debt or claim, and the name and address of his solicitor (if any) to the solicitor of the company; and such notice shall be sent through the post in a prepaid letter addressed to each creditor at his last known address or place of abode, and may be in the form or to the effect of the Form No. 4 set forth in the schedule hereto, with such variations as the circumstances of the case may require.

12. *Advertisement as to list of creditors.*—Notice of the list of creditors shall, after the filing of the affidavit mentioned in Rule 8 of this order be published at such times, and in such newspapers, as the judge shall direct. Every such notice shall state the amount of the proposed reduction of capital, and the places where the aforesaid list of creditors may be inspected, and the time within which creditors of the company who are not entered on the said list, and are desirous of being entered therein, must send in their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors (if any) to the solicitor of the company; and such notice may be in the Form No. 5 set forth in the schedule hereto, with such variations as the circumstances of the case may require.

13. *Affidavit as to result of Rules 11 and 12.*—The company shall, within such time as the judge shall direct, file in the Central Office of the High Court of Justice an affidavit made by the person to whom the particulars of debts or claims are, by such notices as are mentioned in Rules 11 and 12 of this Order, required to be sent in, stating the result of such notices respectively, and verifying a list containing the names and addresses of the persons (if any) who shall have sent in the particulars of their debts or claims in pursuance of such notices respectively, and the amounts of such debts or claims, and some competent officer or officers of the company shall join in such affidavit, and shall in such list distinguish which (if any) of such debts and claims are wholly, or as to any and what part thereof, admitted by the company, and which (if any) of such debts and claims are wholly, or as to any and what part thereof, disputed by the company. Such affidavit may be in the Form No. 6 in the schedule hereto, with such variations as the circumstances of the case may require; and such list and an office copy of such affidavit shall, within such time as the judge shall direct be left at the chambers of the judge.

14. *Proceedings where claim not admitted.*—If any debt or claim, the particulars of which are so sent in, shall not be admitted by the company at its full amount, then and in every such case, unless the company are willing to appropriate in such manner as the judge shall direct the full amount of such debt or claim, the company shall, if the judge think fit so to direct, send to the creditor a notice that he is required to come in and prove such debt or claim, or such part thereof as is not admitted by the company, by a day to be therein named, being not less than four days after such notice, and being the time appointed by the judge for adjudicating upon such debts and claims, and such notice shall be sent in the manner mentioned in Rule 11 of this Order, and may be in the Form No. 7 in the schedule hereto, with such variations as the circumstances of the case may require.

15. *Costs of proof.*—Such creditors as come in to prove their debts or claims in pursuance of any such notice as is mentioned in Rule 14 of

this Order shall be allowed their costs of proof against the company, and be answerable for costs in the same manner as in the case of persons coming in to prove debts under an administration judgment.

16. *Certificate as to creditors.*—The result of the settlement of the list of creditors shall be stated in a certificate by the master in the case of an application to the Chancery Division or by the Registrar in the case of an application to the judge in companies winding-up, and such certificate shall state what debts or claims (if any) have been disallowed, and shall distinguish the debts or claims the full amount of which the company are willing to appropriate, and the debts or claims (if any) the amount of which has been fixed by inquiry and adjudication in manner provided by section 49 (3) of the Act, and this Order, and the debts or claims (if any) the full amount of which is not admitted by the company, nor such as the company are willing to appropriate and the amount of which has not been fixed by inquiry and adjudication as aforesaid; and shall show which of the creditors have consented to the proposed reduction, and the total amount of the debts due to them, and the total amount of the debts or claims, the payment of which has been secured in manner provided by section 49 (3) of the Act and the persons to or by whom the same are due or claimed; but it shall not be necessary to show in such certificates the several amounts of the debts or claims of any persons who have consented to the proposed reduction or the payment of whose debts or claims has been secured as aforesaid.

17. *Evidence of consent of creditor.*—The consent of any creditor, whether in respect of a debt due or presently due or a debt payable on a contingency or not ascertained or a claim admissible to proof in a winding-up of the company, may be evidenced in any manner which the judge shall think reasonably sufficient, having regard both to the amount of his debt or claim and all the circumstances of the case.

18. *Certificate before hearing of petition.*—In any case within section 49 (1) of the Act, the petition shall not be heard until the expiration of at least eight clear days from the filing of such certificate as is mentioned in Rule 16 of this Order.

19. *Advertisement of hearing.*—Before the hearing of the petition, notices stating the day on which the same is appointed to be heard shall be published at such times and in such newspapers as the judge shall direct. Such notices may be in the Form No. 8 in the schedule hereto, with such variations as the circumstances of the case may require.

20. *Who may appear.*—Any creditor settled on the said list whose debt or claim has not, before the hearing of the petition, been discharged or determined, or been secured in manner provided by section 49 (3) of the Act, and who has not before the hearing consented to the proposed reduction of capital, may, if he think fit, upon giving two clear days' notice to the solicitor of the company of his intention so to do, appear at the hearing of the petition and oppose the application.

21. *Costs of appearance.*—Where a creditor who appears at the hearing under the last preceding Rule is a creditor, the full amount of whose debt or claim is not admitted by the company, and the validity of such debt or claim has not been inquired into and adjudicated upon under section 49 (3) of the Act, the costs of and occasioned by his appearance shall be dealt with as to the Court shall seem just, but in all other cases a creditor appearing under the last preceding Rule shall be entitled to the costs of such appearance, unless the Court shall be of opinion that in the circumstances of the particular case his costs ought not to be allowed.

22. *Directions at the hearing.*—When the petition comes on to be heard the Court may, if it shall so think fit, give such directions as may seem proper with reference to the securing in manner mentioned in section 49 (3) of the Act the payment of the debts or claims of any creditors who do not consent to the proposed reduction; and the further hearing of the petition may, if the Court shall think fit, be adjourned for the purpose of allowing any steps to be taken with reference to the securing in manner aforesaid the payment of such debts or claims.

23. *Order confirming reduction.*—Where the Court makes an order confirming a reduction such order shall give directions in what manner, and in what newspapers, and at what times, notice of the registration of the order and of such minute as mentioned in section 51 of the Act is to be published; and (unless it shall have dispensed altogether with the addition of the words "and reduced" or shall then dispense with any further use thereof) shall fix the date until which the words "and reduced" are to be deemed part of the name of the company as mentioned in section 48 of the Act.

FEES.

24. *Solicitors' fees.*—Solicitors shall be entitled to charge and be allowed for duties performed under the Act in relation to matters dealt with by this Order the same fees as they have heretofore been entitled to charge and be allowed for the like duties performed under the Companies Acts, 1862 to 1907, unless the Court or judge shall otherwise specially direct.

25. *Court fees.*—The same fees of Court shall be paid in relation to proceedings dealt with by this Order as have heretofore been paid in relation to like proceedings dealt with by the General Orders of the 21st day of March, 1868, and the 2nd day of March, 1869, and such fees shall be collected by stamps in the like manner as the same have heretofore been collected or in such other manner as may from time to time be directed by the Lords Commissioners of His Majesty's Treasury in pursuance of the powers vested in them by the Public Officers' Fees Act, 1879.

[There is a Schedule of Forms.]

Societies.

The Shropshire Law Society.

The thirty-third annual meeting of this society was held at the society's rooms, on the 3rd inst., Mr. W. M. How (president) being in the chair.

The annual report and the hon. treasurer's statement of accounts for 1908 were received and adopted. Reference was made in the report to the increasing number of members, the additions to the library, the new form of farm agreement prepared for the use of members, the provincial meeting of the Law Society, which was held at Birmingham, and a hearty vote of thanks was accorded to the president for his hospitality to the members who visited Shrewsbury on the occasion; the Royal Commission now holding an inquiry into the Land Transfer Acts, and to the active work of Mr. F. S. Pearson, LL.B., of Birmingham, who is preparing evidence for the Commission on behalf of provincial solicitors; also to the loss sustained by the retirement of Mr. Thomas Marshall, of Leeds, from the secretaryship of the Associated Provincial Law Societies, which association was formed by him thirty-five years ago.

The President gave an interesting address on some points of law and practice.

The rules were altered to provide that the three retiring members of the committee should not be eligible for re-election for one year after retiring. Mr. W. M. How was re-elected president, Mr. W. J. Montford, vice-president; Mr. H. J. Osborne, hon. treasurer; Mr. R. T. Hughes, hon. secretary and librarian; and Mr. F. H. Potts, Mr. H. W. Hughes, and Mr. Richard Sandford were elected on the committee.

The Selden Society.

The following is the annual report for the year 1908:—

1. Notwithstanding losses by death and resignation, the number of members slightly increases, and in 1908 reached 350.

2. Volume XXIII., for 1908, was "Select Cases on the Law Merchant, A.D. 1270-1638, Vol. I.," edited by Professor Gross, of Harvard, and issued in July 1908. It comprises select records of cases concerning the Law Merchant in the Fair Courts and other local courts, with an introduction on the history of these courts. A later volume will treat of the Law Merchant in the King's Courts.

3. The council hope to be able to issue two volumes for 1909—namely, (1) "A Year Book of a Kentish Eyre of Edward II.," edited by Mr. L. W. Vernon Harcourt; and (2) "Select Cases in the Star Chamber, Vol. II.," edited by Mr. I. S. Leadam.

Provisional arrangements (subject to contingencies) have been made for the following publications in subsequent years—viz., other volumes of the "Year Books," "The Law Merchant in the King's Courts," "Select Charters of Trading Companies," and "The Old County Court."

4. The period of Mr. Pennington's office as vice-president has expired. The council have nominated in his place the Right Hon. Sir Robert Finlay, G.C.M.G., K.C., who has kindly consented to accept the office. The council desire to record their gratitude to Mr. Pennington for his services as vice-president during the last three years.

5. Under the rules the following members of the council retire by rotation—namely, Mr. Baildon, the Right Hon. Lord Justice Farwell, Sir Henry Maxwell Lyte, K.C.B., Sir Frederick Pollock, and Mr. Renshaw, K.C. No nomination has been received under Rule 7 (a). Lord Justice Farwell desires to retire, and Sir Frederick Pollock will become an ex officio member as a literary director.

The council have nominated for election Mr. Baildon, the Right Hon. Arthur Cohen, K.C., Sir Henry Maxwell Lyte, K.C.B., Mr. Renshaw, K.C., and Mr. C. A. Russell, K.C.

6. A casual vacancy in the council has occurred through the death of Mr. Attlee. This has been filled by the appointment of Mr. Pennington, who has consented to serve again after his retirement from the vice-presidency.

7. Mr. F. K. Munton resigned in June the office of hon. treasurer, and the council appointed in his place Mr. J. E. W. Rider, who kindly consented to accept the office. The council desire again to record their gratitude to Mr. Munton for his services to the society during the preceding fourteen years.

8. The council desire to propose certain amendments to the rules with the object of obtaining wider discretion and powers as to the number and status of the officers, and as to the members to whom and the terms upon which any publications may be issued at a reduced rate. A copy of the existing rules, showing the proposed amendments, accompanies this report, and the council will propose that the rules, as so amended, be adopted.

9. An abstract of the accounts, with the report of the auditors, is annexed.

ROBERT ROMER, President.

February 24th, 1909.

The Association of St. Petersburg Lawyers is stated to have decided that taking part in games of chance in clubs by members of the association is derogatory to the dignity of the legal profession. It has been further decided that, in the event of a member of the profession taking part in such games, disciplinary action shall be taken against him, and, if necessary, he shall be struck off the rolls.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—March 9.—Chairman, Mr. S. A. Guest.—The subject for debate was: "That the case of *Hyman* v. *Van Den Bergh* (1908, 1 Ch. 167) was wrongly decided." Mr. H. T. Thomson opened in the affirmative, Mr. J. Varley seconded in the affirmative; Mr. R. W. Handley opened in the negative, Mr. S. J. Rubinstein seconded in the negative. The following members continued the debate: Messrs. Pleadwell, Meyer, Tebbutt, Cornock, Woodhead, Kafka, Pettitt, and Veasey. The motion was carried by two votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—March 9.—Mr. S. J. Grey in the chair.—The following moot point was debated: "Mrs. Prunella Dashway, wife of Mr. Claud Dashway, who is temporarily engaged in business in Hong Kong, resides at the Elysium Hotel, London. She orders from Madame Rouge Fichu a considerable number of dresses suitable to her position. Mrs. Prunella Dashway was, at the time of ordering the dresses, possessed of ample separate estate, but intended that her husband should pay. Madame Rouge Fichu was not aware of the existence of Mr. Claud Dashway, and made out her bill to Mrs. Prunella Dashway. Mr. Claud Dashway, before leaving England, had authorised his wife to order such dresses as she required during his absence. Mr. Claud Dashway, at the time his wife ordered the goods, was a wealthy man, but owing to sudden financial losses, is now not worth suing. Is Mrs. Prunella Dashway's separate estate liable for the dresses supplied by Madame Rouge Fichu?" Mr. G. A. Baker opened in the affirmative, and was supported by Messrs. W. H. Winder, T. H. Knight, C. H. Morgan, F. Le Neve Foster, and T. R. Owens. Mr. E. H. Clutterbuck opened in the negative, and was supported by Messrs. H. V. Argyle, T. H. Ekins, E. C. G. Clarke, R. R. C. Yates, H. Birkett Barker, O. F. Gloster, and H. D. Price. After the openers had replied, the chairman summed up, and on the question being put to the meeting, the negative won by eleven votes to five. A vote of thanks to the chairman concluded the proceedings.

March 16.—A joint debate was held between the Law Students' Society and the Birmingham Chartered Accountants' Students' Society, Mr. Douglas Grierson, barrister-at-law, in the chair. The subject for discussion was: "That conscription is the only effective means of naional defence." Mr. J. Davis (C.A.S.S.) opened in the affirmative and Mr. H. E. Swallow (B.L.S.S.) in the negative. The openers were succeeded by numerous gentlemen of both societies, including Professor Dawson, president of the Chartered Accountants' Students' Society. After the openers had replied, the chairman summed up, and on the question being put to the meeting, the voting was equal. The chairman gave his casting vote to the negative on the ground that the *onus* lay on the affirmative to make out their case. A hearty vote of thanks to the chairman concluded the proceedings.

Companies.

British Law Fire Insurance Co.

ANNUAL MEETING.

The annual meeting of the British Law Fire Insurance Co. was held on Friday, the 12th inst., at the Cannon-street Hotel, Mr. WILLIAM MAPLES (Maples, Teesdale, & Co.) presiding.

Mr. H. FOSTER CUTLER (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, said with regard to the revenue account that the losses paid and outstanding were £30,962 15s. 8d. That was about the average in recent years, and on only two occasions during the last eighteen years had it been less. The ratio was 32.9, and that was very much less than was the case with almost all the large companies. Last year there was an exceptionally small list of losses, and the ratio was as low as 24.3 per cent.; but he had told the shareholders on that occasion that so low a rate could not be expected to occur again, and he thought they might congratulate themselves that it was so small on the present occasion. He had every reason to think that this rate was about what they might expect during the next few years. The board had always had in view the desire to avoid hazardous risks, and he might mention that the average premium rate was 2s. 4d. per cent., as it was last year—substantially what it had been almost every year during the existence of the company. It was a lower rate than that of most other offices, which clearly proved that the business taken was not hazardous, or the average rate would have been very much higher. Commission, which was at the rate of 15 per cent.—the rate adopted by all insurance companies—amounted to £14,258 11s. The expenditure rate was a little higher this year, because there were one or two items which would not occur again, such as bonuses to the staff in consequence of extra work in connection with the employers' liability business, and he thought they might fairly assume that the expenditure rate next year would be about the same as that of last year. The balance carried forward was £48,387 2s. 9d. Turning to the liabilities and assets, the total amount of investments was £397,186 9s. 7d., consisting almost entirely of gilt-edged securities, the return on which was £3 15s. 4d. per cent.; but the directors had thought it better to go for security than for a high rate of interest. The mortgages held by the company were perfectly good, and one advantage was that mortgages always brought with them a certain amount of premium income. The total assets were £441,593 4s., a very large and satisfactory amount. Having regard to the premium income, which was £96,428 10s. 2d., the assets represented over four times that amount, which, he believed, was a larger proportion than was the case in the bulk of the offices in London, and an amount which would be sufficient for a larger premium income. The result was that it was not necessary to set aside any further sums for the reserve, and that the available balance could be dealt with for the benefit of the shareholders. An interim dividend of 1s. per share was paid in August, and it was now proposed to declare a final dividend of 2s. 6d. per share, making the rate of dividend for the year 17½ per cent., and it was proposed to carry forward £22,137 2s. 9d., which would put the company in a very satisfactory position for the ensuing year. The income from the invested funds amounted to about £14,000, which gave very nearly 9 per cent. on the capital. The board considered it desirable always to declare a dividend which they might reasonably expect to maintain, and it might fairly be assumed that the loss ratio would not be much greater, at all events, next year. The fire business had been very satisfactory indeed, the net premium income having been £95,686 1s. 11d., as compared with £92,422 16s. 3d. in the previous year; being an increase of £3,263 5s. 8d. He thought they might congratulate themselves very much on the position of the company, and that they might look forward without anxiety to the future. There seemed no reason why the company should not continue to progress in the same way that it had done during the last few years.

The report having been adopted and a dividend declared accordingly,

The retiring directors were re-elected as follows:—Mr. R. W. Dibdin, Mr. L. W. N. Hickley, Mr. A. H. James, Mr. C. G. Kekewich, Mr. A. E. Messer, and Mr. M. Pontifex, and the proceedings terminated with a vote of thanks to the chairman, the directors, and the staff, Mr. Maples and Mr. Cutler responding.

The Legal Insurance Co. (Limited).

The first ordinary general meeting of this company was held on the 12th inst., at the Law Society's Hall, Chancery-lane. The Chairman (Mr. J. Field Beale), in moving the adoption of the report, stated that the issue was a very great success, the capital offered being largely over-subscribed. This was very encouraging, as it showed that there was a widespread agreement with the opinion of the directors that the time was favourable for a new company, under entirely independent management, but intimately connected with the legal profession, to transact a high-class insurance business on profit-sharing lines. He ventured to hope that the shareholders would consider by the result of the first few months' working that they had made an extremely satisfactory start. During the year they had accepted premiums amounting to nearly £69,000, and this substantial result had been achieved without making improper concessions in the way of commission or unduly cutting rates. On the other hand, the re-insurance premiums amounted to rather over £42,000. The directors were determined to build up the business on safe and conservative lines, and the best method of carrying this out was to limit their own risk to a small sum in each particular case for the first few years. The losses paid and outstanding amounted to £8,867, or 32.5 per cent. of the net premium income. The balance of revenue amounted to £15,629, and the directors recommended that part of this sum should be applied in writing off the whole of the organisation expenses. After making this appropriation, £10,040 remained to be carried forward, subject to directors' fees, and this sum provided very amply for unexpired risks and left a balance. Under the head of the item, "Purchase of goodwill of the Profits Department, £35,000," they had an asset well worth the price they paid for it. The price represented not only a sound business of a profitable nature, but also the scheme of organisation on which they were gradually building up their general business. The directors looked forward to steadily increasing assistance from the legal profession, and it would be their constant endeavour to cultivate friendly relations with them and meet their wishes in every way. The report was unanimously adopted.

Obituary.

Mr. J. H. Douglass.

Mr. James Heger Douglass, solicitor, for forty years clerk to the Market Harborough magistrates, died at his residence at Market Harborough on the 13th inst., at the age of seventy-five. Mr. Douglass was educated at Rugby, and served his articles with his father, whom he succeeded as clerk to the magistrates, and to whose business he had succeeded in 1855 at the age of twenty-one years. Mr. Douglass held the office of town clerk until December of last year, and when he retired was, in turn, succeeded by his son, the third generation to hold the clerkship to the Bench. Mr. Douglass was a keen sportsman, and one of the oldest followers of hounds in the Midlands. His first appearance in the hunting field was made at the age of five, and he hunted constantly until last season, when an ailment kept him out of the saddle. For over thirty years Mr. Douglass was captain of the Market Harborough cricket team. A pathetic incident in connection with the death of Mr. Douglass, says the *Market Harborough Advertiser*, was the fact that

the magistrates of the Harborough Division intended presenting him with a handsome silver rose bowl on Tuesday, the 16th of March, in recognition not only of the valuable assistance given by Mr. Douglass to the Market Harborough Bench during his long period of service, but as a mark of the good feeling and old friendship that had existed between them all for so many years. It was hoped that whenever he may have cast his eye upon the bowl it would have been a source of gratification to him to think of the many happy days they had all spent together. The gift, we understand, will probably be handed over to Mr. Douglass' relatives, to be held by them as an heirloom. A special feature of his life, says the same journal, was his rigid rule to be at work early in the morning, and he always regarded punctuality in business as of the utmost importance. During the whole of the fifty-three years in which he carried on his profession, it is worthy of note that he was so well known that he never had a name-plate affixed near his office door or thought it necessary to have a heading printed on his business note-paper, which in these days possibly constitutes a record. To his kindness of heart many in years past, as well as at the present, can testify, and the quiet and unostentatious manner in which help was given in times of anxiety and trouble to those about him led him to be looked upon by those who knew him as a real friend, and one to whom any genuine appeal might be made without fear of its passing by unconsidered.

Legal News.

Appointments.

Mr. E. G. HEMMERDE, K.C., M.P., has been appointed Recorder of Liverpool, in the place of Mr. H. G. Shee, K.C., deceased.

Mr. A. M. LANGDON, K.C., has been appointed Recorder of Burnley, in the place of Mr. J. Roskill, K.C., resigned on appointment as Judge of the Salford Hundred Court of Record.

Changes in Partnerships.

Dissolution.

THOMAS BROCKBANK SALTHOUSE and FREDERIC CHARLES TUNNICLIFFE, solicitors (Tunnicliffe & Salthouse), Bradford, March 1.
[*Gazette*, March 16.

General.

The annual general meeting of the Selden Society will be held in the Council Room, Lincoln's Inn Hall, on Wednesday, the 24th of March, at 4.30 p.m.

It is stated that a solicitor engaged in a case at Wandsworth County Court recently was totally blind, and had recourse to the Braille system in reading his notes. In spite of this affliction, augmented by partial deafness, the blind solicitor won his case.

The Isle of Wight coroner held an inquest on the 16th inst. on the body of Mr. Richard Percival William Atkins, 32, solicitor, of Newport, whose death was due to asphyxia. Returning home about midnight, Mr. Atkins, who was in bad health, fell in a fainting fit, with his head bent over in such a way that the pressure of his collar on his neck produced asphyxia before any one in the house knew of the occurrence.

Mr. Thomas R. Ronald, who presided at the twenty-first anniversary staff dinner of the Law Guarantee, Trust, and Accident Society, Limited, was the recipient of a handsome silver rose bowl, with vases, and an illuminated address, from the entire staff. In his reply, thanking his colleagues for their gift, Mr. Ronald referred to the great progress made by the society during its twenty-one years' existence, and acknowledged the valuable aid he had received from the heads of the various departments.

The Royal Commission on the Land Transfer Acts met on the 11th inst. at the Royal Commissions House, Westminster, the chairman, Lord St. Aldwyn, presiding. Evidence was given on behalf of the Corporation of the City of London by Mr. Edwin Nash, one of the principal conveyancing clerks in the department of the Comptroller, the conveyancing officer of the Corporation; by Mr. Harold Williams, chief accountant of the Birkbeck Bank; and by Mr. T. R. Perks, barrister, Leeds, one of the witnesses on behalf of the Yorkshire Union of Law Societies.

Of the numerous old courts of local jurisdiction in the provinces, says the *Globe*, the Salford Hundred Court of Record, of which Mr. John Roskill, K.C., an old pupil of the Prime Minister, has been appointed judge, is much the busiest. During 1907—the year with which the latest volume of judicial statistics deals—no fewer than 15,670 plaints were issued in the court. The Liverpool Court of Passage, the next in importance, issued 3,346, and the Bristol Tolzey Court, the third on the list, 1,872. There are, in all, thirty-three of these ancient courts in different parts of the country. At most of them no business whatever is done. The Salford Hundred Court of Record, says the *Westminster Gazette*, is of ancient origin, dating from Anglo-Saxon times. Indeed, the Judicature Acts left its rights and privileges undisturbed. The new judge, who is married to the only daughter of the late Mr. Ashton Dilke—younger brother of Sir Charles Dilke, M.P.—has shared chambers for many years with the Prime Minister. When a junior he "devilled" a good deal for Mr. Asquith.

The Select Committee of the House of Commons appointed to consider the question of imprisonment for debt, which last Session held several sittings and heard the evidence of a number of witnesses, including county court judges, registrars, debt collectors, etc., met again this week, and sat for some time in private for the purpose of considering their future procedure. It is understood to be the intention of the Committee to take further evidence upon the subject.

It may, says the *Daily Telegraph*, possibly comfort the Treasury to learn that every judge of the King's Bench Division is responsible for the earning of over £9,000 a year in fees, which duly find their way into the National Exchequer. The Chancery judge is not quite so profitable to the Revenue, as his annual takings are only about £8,000. But neither the common law nor the equity judge can be regarded as a burden upon his country. These figures, which can be disinterred from Sir John Macdonell's "Judicial Statistics," may well be prayed in aid by those who hope to secure the appointment of additional judges.

An interesting incident is, says the *Evening Standard*, associated with the old County Hall of Nottingham, which has been destroyed by fire. At the beginning of last century the hall had fallen into such a dilapidated state that while an assize court was sitting a portion of the floor fell through into the cellar, and terribly frightened the judge, Sir Littleton Powis, who feared an attempt on his life. The judge imposed a fine of £2,000 on the county for not providing a better court. Instead of rebuilding the hall and paying the fine, the county authorities spent as much money as would have rebuilt the place in opposing the judge's right to impose the fine, in which they were successful. The gutted building, which was composed largely of wood, was the scene of many public executions, and many notorious criminals are buried within its precincts.

Lord Loreburn, says the *Globe*, in giving his judgments in the House of Lords, has set an example of brevity which the other law lords have done their best to follow. Judgments in the final Court of Appeal have been getting shorter and shorter during the past two or three years, but rarely has an appellate tribunal made so striking a display of judicial reticence as that afforded by the Lord Chancellor and his colleagues a few days ago. Lord Loreburn, after hearing the counsel for the appellants, "simply moved that the appeal should be dismissed without a word more," and all the other noble and learned lords concurred. Some time ago a judge at the other end of the judicial world—Judge Edge, of the Clerkenwell County Court—announced that, owing to the great pressure of work in his court, he would be unable to state the reasons for his judgments. Of the reticence of the law lords no such explanation can be given.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Errorsnot Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday March 22	Mr Synge	Mr Church	Mr Greswell	Mr Theed
Tuesday 23	Goldschmidt	Synge	Beal	Church
Wednesday 24	Greswell	Goldschmidt	Borrer	Synge
Thursday 25	Beal	Greswell	Leach	Goldschmidt
Friday 26	Borrer	Beal	Farmer	Greswell
Saturday 27	Leach	Borrer	Bloxam	Beal

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday March 22	Mr Leach	Mr Goldschmidt	Mr Borrer	Mr Bloxam
Tuesday 23	Farmer	Greswell	Leach	Theed
Wednesday 24	Bloxam	Beal	Farmer	Church
Thursday 25	Theed	Borrer	Bloxam	Synge
Friday 26	Church	Leach	Theed	Goldschmidt
Saturday 27	Synge	Farmer	Church	Greswell

The Property Mart.

Forthcoming Auction Sales.

March 25.—Mr. JOSEPH STOWER, at the Mart, at 2: Freehold Investments (see advertisement, page v., Feb. 27).

March 26 and April 1.—Messrs. STIMSON & SONS, at the Mart, at 2: Block of Buildings, Freehold Ground-Rents, Houses, Shops (see advertisement, back page, this week).

March 26.—Messrs. HARRODS, LTD., at the Mart, at 2, Weekly Properties, House, &c. (see advertisement, back page, this week).

March 31.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2: Freeholds and Freehold Ground-Rent (see advertisement, page v., Feb. 27, Mar. 6, and back page, Mar. 31).

April 26.—Messrs. TUCKETT & SON, at the Mart, at 2: Family Mansion (see advertisement, back page, this week).

Messrs. S. WALKER & SON, at the Mart: Freehold Ground-Rents and Properties (see advertisement, back page, this week).

March 31.—Messrs. DAVID BURNETT, SON & BADDELEY, at the Mart: Freehold Ground-Rents (see advertisement, back page, this week).

Result of Sale.

REVERSIONS, LIFE POLICIES AND LIFE INTERESTS.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 879) of the above-named Interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £6,275:—

POLICY OF ASSURANCE for £5,000	Sold £1,225
POLICIES OF ASSURANCE for £720	Sold £105
POLICY OF ASSURANCE for £400	Sold £705
REVERSION to £2,500 (contingent)	Sold £300
POLICIES OF ASSURANCE for £700	Sold £375
LIFE INTEREST in Farm&Property, with Policy for £3,000; also Interest in Possession...	Sold £3,400
ABSOLUTE REVERSION to £333 7s.	Sold £115

Winding-up Notices.

London Gazette.—FRIDAY, March 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLUEBELL POLISH CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry Frances Hitchens, 7 and 8, Idol la. Simmonds & Carter, Broad st House, solors to liquidator

D. L. SYNDICATE, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to W. T. Warriner, 4 and 6, Copthall av, liquidator

EMULSIFIX, LIMITED (IN LIQUIDATION)—Creditors are requested, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Fred. Hargreaves, 55, Cross st, Manchester, liquidator

F. LENDERS & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Herbert Guedalla and Frederic John Young, 119 and 120, London wall. Bristows & Co, Copthall bldgs, solors for liquidators

GOLD COAST (WARSAW) DEEP LEVELS SYNDICATE, LIMITED—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's la, liquidator

JOHN EVEDON, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to John Rich Smart, Peterborough. Kingsford & Co, Essex st, Strand, solors for liquidators

LONDON CINEMATOGRAPH Co, LIMITED—Creditors are required, on or before March 19, to send their names and addresses, and the particulars of their debts or claims, to William McLean Borradaile and William Henry White, liquidators

NORTHERN MERCANTILE CORPORATION, LIMITED—Petn for winding up, presented March 5, directed to be heard at the Court House, Quay st, Manchester, on March 22, at 10. Grundy & Co, Manchester, agents for Telfer & Co, Queen st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20

WEST END CONSERVATIVE CLUB, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 31, to send particulars of their debts or claims to A. W. Macredie, Orchard cambrs, Church st, Sheffield, liquidator

UNLIMITED IN CHANCERY.

NEW YORK AND CONTINENTAL LINE—Petn for winding up, presented March 4, directed to be heard on March 23. Cox & Lafone, Tower Royal, Cannon st, agents for Martin & Co, Liverpool, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 22

NORTH AMERICAN ACCIDENT INSURANCE Co—Petn for winding up, presented March 3, directed to be heard on March 23. Becher, Bedford row, agent for Simons, Merthyr Tydfil, petner's solor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23

PENGE PERSEVERANCE PERMANENT BENEFIT BUILDING SOCIETY—Petn for winding up, presented March 6, directed to be heard on March 23. Eves, Mark in, solor to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23

London Gazette.—TUESDAY, March 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CASTLETON PRINT WORKS, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to George Benjamin Behrens, 36, Faulkner st, Manchester. Addleshaw & Co, Manchester, solors to liquidator

EGYPTIAN NITRATE AND PHOSPHATE SYNDICATE, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to A. Elliott Smith, Amberley House, Norfolk st, liquidator

LAMBETH BATHS AND WASHHOUSES Co, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts and claims, to Thomas Matchett, 15c, Westminster Bridge rd, liquidator

NATAL MERTHYR COLLIERIES, LIMITED (IN LIQUIDATION)—Creditors are required, on before May 15, to send their names and addresses, and the particulars of their debts or claims, to H. F. Hatchett, 7 and 8, Idol la, Eastcheap, liquidator

SYDNEY SMITH & Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 31, to send in their names and addresses, and the particulars of their debts or claims, to Percival C. C. Farrant, 6, Bouverie st, Manchester. Whitworth, Manchester, solor for the liquidator

UNITED JEWELLERS, LIMITED—Petn for winding up, presented March 5, directed to be heard before the court at Kincombe pl, Salford, on April 2, at 10. Slater & Co, 71, Princess st, Manchester, agents for White & Leonard, Bank bldgs, Lincoln circus, E.C. Notice of appearing must reach Slater & Co not later than 6 o'clock in the afternoon of April 1

W. ULLERS & SONS (WREXHAM), LIMITED—Petn for winding up, presented March 11, directed to be heard at the Court House, Government bldgs, Victoria st, Liverpool, March 26, at 10. Ayrton & Co, Dale st, Liverpool, solors for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 25

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 5.

ACKERLEY, MARGARET, Hampstead April 6 Woodcock & Co, Bloomsbury sq

ALBERT, EDITH, Ringmount gdns March 30 Simmons & Simmons, Cheapside

ANDREWS, HARRY, Stone, Glos, Farmer March 20 Biddiford, Stone

AUSTEN, CHARLOTTE ELIZABETH, Parkstone, Dorset April 7 Gibson, Fareham, Hants

BACKHOUSE, JOSEPH, Penketh, Lancs April 5 White & Sons, Warrington

BAGOT, GEORGE TALBOT, Pau, France April 10 Dennes, George st, Hanover sq

BAKER, GEORGE, Whitstable, shipowner March 22 Staunton, Whitstable

BARTLING, WILLIAM JULES, Kilburn, Hairdresser May 5 Potter & Co, High rd, Kilburn

BELL, THOMAS JOHNSON, Gateshead April 5 Davies & Co, Newcastle upon Tyne

BERRY, SARAH ANN, Henfield, Bristol April 10 Clark & Smith, Malmesbury, Wilts

BRANSGROVE, JAMES, Harrow, Farmer April 21 Boydell, jun, South sq, Gray's inn

CLAY, GEORGE, Doncaster April 10 Atkinson & Sons, Doncaster

DALTON, THOMAS MASTERS, Camberley, Surrey April 7 Stone & Co, Bath

DAVID, CATHERINE, Laugharne, Carmarthen March 29 Morgan & Co, Carmarthen

DAVID, EVAN, Laugharne, Carmarthen March 29 Morgan & Co, Carmarthen

DRAKE, THOMAS, Winchester March 31 Bowker & Sons, Winchester

EVANS, DAVID, Norton Farm, nr Wroxeter, Salop, Farmer April 5 Roberts, Shrewsbury

FARNES, HENRY, Kingston upon Thames April 2 Burton & Son, Blackfriars rd

FERRAZZANO, MARIE ADELAIS MARQUISE VIVIANA DE, Hounslow April 3 Tucker & Co, New st, Lincoln's inn

FOREMAN, ISABELLA, Denton, Lancs April 9 Woolfenden, Denton

FREEDMAN, JANE, Shootup hill, Brondesbury April 26 Raphael & Co, Moorgate st

GOLDSWORTHY, THOMAS CLYDE, St Leonards on Sea April 2 Horne & Birkett, Lincoln's inn fields

GRAYSTON, WILLIAM, Southampton, Marine Engineer April 17 Paris & Co, Southampton

HAMILTON, ANDREW, Withington, Lancs April 17 Claye & Co, Manchester

HARRY, EVA MARY, Watford, Schoolmistress April 16 Nicholson, Crouch End

HEANEY, JOHN SAMUEL, Teynampet, Madras Mar 29 Day, Liverpool

HERN, JOHN, Leicester April 17 Holyoak, Leicester

JOHNSTON, JESSIE CLELAND, Worcester April 5 Batesons & Co, Liverpool

JOHNSON, BENJAMIN, Sheffield, Coke Merchant April 6 Smith & Co, Sheffield

JOHNSON, EDWARD, Peckham Rye April 1 Crosse & Sons, Lancaster pl, Strand

KENNETT, GILBERT BUTTLER, Norwich, Solicitor May 1 Foster & Co, Norwich

LEATHLEY, DUDLEY WILLIAM BERESFORD, Lincoln's inn fields, Solicitor April 5 Lee & Pembertons, Lincoln's inn fields

LEWIN, MARY EMILY, Queen's Gate pl, Hyde pk Mar 25 Hunter & Haynes, New sq, Lincoln's inn

LILLINGTON, MARY, Southampton April 17 Paris & Co, Southampton

LOGIN, SPENCER HENRY METCALFE, Claygate, Surrey April 5 Loughborough & Co, Austin Friars

LOVE, WILLIAM RAYSON, Exeter st, Strand, Builder April 10 Grant & Co, Strand

LOWTHIAN, GEORGE EDMUND, Keswick, Cumberland April 2 Robinson, Keswick

MOORE, JANE, Surrey sq, Old Kent rd April 3 Parry & Gibson, Lincoln's inn fields

NICHOLLS, FRANCES ELIZA, Maidenhead April 14 Williams & James, Thames Embankment

OLIVER, AGNES LUCY, Southampton April 17 Paris & Co, Southampton

OLLEY, HENRY ROBERT, Tredegar rd, Bow, Cork Merchant April 3 Forbes & Son, Mark in

OWEN, JANE, Llanfihangelynhowyn, Anglesey April 2 Gordon-Roberts, Holyhead

PARTRIDGE, HENRY HAMES, Queen's ter, St John's Wood, Provision Merchant April 7 Stephens & Sons, Somerset st, Portman sq

PENNINGTON, JOHN, St Helens, Lancs April 5 Kelly & Co, Liverpool

PILLMAN, JOSEPH, Hartland, Devon, Farmer April 12 Peter & Peter, Holsworthy

ROOKE, JULIA SOPHIA, Broadstone, Dorset May 1 Freeman & Son, George st, Hanover sq

SMITH, GEORGE, Leighton, Hunts, Farmer April 1 Hunnybun & Sons, Huntingdon

SOUTTER, BENJAMIN, West Hartlepool April 30 Farmer, Stockton on Tees

STALLARD, HENRY RICHARD, Upper Howsell, Malvern Link, Worcester April 3 Foster Malvern

STOTT, FELIX, Oldham Mar 29 Smith, Oldham

STRANGE, CHARLOTTE MARIA, Bagshot Mar 31 Hunter & Haynes, New sq, Lincoln's inn

SWARBRICK, ELIZABETH, Blackburn, Provision Merchant April 12 Duckworth, Blackburn

TAYLOR, CHARLES, sen, Turners rd, Burdett rd, Bow April 1 Down & Co, Dorking

TERE, ALBERT, Launcherly, nr Wells, Yeoman April 8 Harris & Harris, Wells, Somerset

TOWNLEY, RICHARD, Skirton, Lancs Mar 20 Clark & Co, Lancaster

UNGAR, ALOIS, Cape Town, South Africa April 16 Tatham & Lousada, Old Broad st

WARD, GEORGE, Shrewsbury, April 7 Jacksons & Co, Coleman st

WARING, SAMUEL, Totnes April 14 Winter & Co, Bedford row

WILCOX, WILLIAM, Moorlinch, Somerset, Yeoman April 7 Reed & Reed, Bridgwater

WOOD, GEORGE, Stalybridge, April 17 Hall & Co, Manchester

London Gazette.—TUESDAY, March 9.

ALLEN, FRANCES, Worsley April 6 Grover & Co, Manchester

ANDREWS, JAMES, Great Horton, Bradford April 20 Wright & Co, Bradford

BATES, BENJAMIN, Gillingham, Beer Retailer April 6 Kingsbury & Turner, George Portman sq

BENNETT, LOUISA JANE, South Wimbledon April 12 Mackrell & Co, Cannon st

BERGER, ERNEST LEWIS CORBETT, Hove, Sussex April 1 Savory & Co, Strand

BLOFELD, THOMAS CALTHORPE, Norwich April 12 Radcliffe & Co, Craven st, Charing Cross

BONACINA, LODOVICO CARLO, Hampstead, Merchant April 5 Le Brasseur & Oakley, Carey st, Lincoln's inn

BRIERLEY, ROBERT, Burnley April 2 Lawson, Burnley

BROCKLEBANK, MARY AGNES, Cardiff April 19 Horley, Cardiff

BROMLEY, FREDERICK JAMES, Bolton, Colliery Agent April 5 Hitson, Bolton

BRYANT, Rev WILLIAM FREDERICK, Tyndalls Park, Bristol April 7 Meade-King & Sons Bristol

CHURLEY, ANN MARIA, King's Heath, Worcester March 25 Foster & Co, Birmingham

COATE, JAMES, Axminster, Devon, Brush Manufacturer Mar 30 Chapple, Axminster

COOK, JANET, Disley, Chester April 24 Grundy & Co, Manchester

COOKE, JOHN FREDERIC, Hampstead April 15 Bridgman & Co, College hill, Cannon st

COOSEY, EDWARD, Greenwich, Tailor April 21 Spencer & Arnold, Greenwich

CROWE, DAVID, Meltham, Huddersfield April 6 Piercy, Huddersfield

DRAY, WILLIAM JAMES, Hastings April 17 Chalinder & Herington, Hastings

EELE, TWYNIHOE WILLIAM, Cambridge gate, Regent's Park April 20 Pearon, Victoria st

GIRDLESTONE, ARTHUR GILBERT, Brixton hill April 20 Morrish, Gresham st

GLOVER, JAMES GREY, Hampstead Hill gdns April 9 Glover, St Mary Axe

HARRISON, RICHARD CHARLTON, Uxbridge rd, Ealing, MRCS, LRCP April 5 Le Brasseur & Oakley, Carey st, Lincoln's inn

HUNT, THOMAS MAJOR, Taunton, Market Gardener April 6 Reed & Reed, Bridgwater

KENT, EDMUND JACKSON, Stanwick mans, West Kensington, Surveyor April 5 Le Brasseur & Oakley, Carey st, Lincoln's inn

MACLENNON, WILLIAM MACKINTOSH, Kindat, Upper Burmah, India, Forest Manager April 15 Gibson, Belfast

MEAD, ELIZABETH, St Albans April 20 Beal, St Albans, Herts

MONK, MARY CATHERINE, Canterbury April 15 Gardner, Canterbury

NAYLOR, ALICE, Leigh, Lancs April 9 Unsworth, Leigh

NEWINGTON, FRANK ENEVER, West Kirby Chester April 15 Brighouse & Co, Liverpool

NOURSE, HARRY JAMES DUNCAN, Gloucester st, Pimlico April 8 Draper & Son, Vincent sq

ODAMS, FRANK WILLIAM, Palfrey, Walsall, Butcher April 10 Platt, Walsall

PALMER, JOHN, Camden rd April 8 Robinson & Co, Charterhouse sq

POTTER, ANNICE, Huntingford, Charfield, Glos April 1 Vaughan, Berkeley, Glos

PRIOR, ELIZABETH, Spaldwick, Hunts April 17 Hunnybun & Sons, Huntingdon

ROSE, ALBERT MARSHALL, Sutton Coldfield, Accountant April 30 Eggington, Birmingham

SCHMITZ, LAURENCE, Lancaster March 23 Sanderson, Lancaster

SCOTT, EMMA, Abergele, Denbigh April 20 Hadfield & Co, Manchester

SHARP, WILLIAM ROBERT, Swineshead, Lincs, Farmer April 6 Millington & Simpson, Boston

SHIPPIN, SUSANNA, Hertford March 27 Hawks, Hertford

SPURRITT, MARY, Cloudesley rd, Islington April 24 Mundell, Godliman st

STALLABRASS, MARIANNE, Upper Portslade, Sussex April 6 Rodgers & Co, Walbrook

TAYLOR, ZACHARIAH, Longsight, Manchester, Grey Cloth Salesman April 8 Hawkes, Manchester

TILBURN, ROBERT JAMES, Andover, Southampton April 6 Landon & Carpenter, Budgen row

WALCOTT, CHARLOTTE HARRIET ANNA, Southsea May 1 Busk & Co, Lincoln's inn fields

WALTHEW, ANNIE, Southport April 10 Worden & Ashington, Southport

WEBB, MARY ANN, Nottingham April 15 Flegg & Son, Laurence Pountney hill, Cannon st

WHITWORTH, JOHN, Clapton April 20 Hatchett & Co, Mark in

WILCOX, WILLIAM, Moorlinch, Somerset, Yeoman April 7 Reed & Reed, Bridgwater

WILKIE, ELIZA, Balcombe st, Dorset sq April 19 Nash & Co, Queen's st, Cheapside

WRAY, HARRY, West Garforth, Yorks, Market Gardener April 10 Lumb, Leeds

Bankruptcy Notices.

London Gazette.—FRIDAY, March 12.

RECEIVING ORDERS.

BARRON, EDMUND ALEXANDER, Cheam, Surrey, Merchant High Court Pet Mar 9 Ord Mar 9

BONSOR, SAMUEL, Tamworth, Staffs, Incorporated Accountant Birmingham Pet Mar 10 Ord Mar 10

BURTON, JOHN, Ashborne, Derby, General Dealer Burton on Trent Pet Mar 9 Ord Mar 9

CLARK, HARRY, Milford Haven, Pembroke, Coal Merchant Pembroke Dock Pet Mar 8 Ord Mar 8

CRANSTON, ROBERT ELLIOT, Montagu mans, Portman sq, Advertising Agent High Court Pet Mar 9 Ord Mar 9

CRYER, WALTER, Bradford, Commercial Traveller Bradford Pet Mar 9 Ord Mar 9

CURPHEY, ALFRED G, Bury st, St James', Financial Agent, High Court Pet Dec 18 Ord Mar 9

DAWSON, LEONARD TOWERS, Smethwick, Blacksmith West Bromwich Pet Mar 10 Ord Mar 10

FOWLER, FREDERICK CHARLES, Gloucester, Tailor Gloucester Pet March 10 Ord March 10

FRYER, JOHN JAMES, Bedminster, Bristol, Cabinet Maker Bristol Pet March 8 Ord March 8

JACOBS, LEWIS, Caledonian rd, Islington, Plumbers Supply Stores High Court Pet March 9 Ord March 9

KAY, TOM, Holbeck, Leeds, Carting Agent Leeds Pet March 8 Ord March 8

LIMAN, MORRIS, Liverpool, Cabinet Maker Liverpool Pet Feb 16 Ord March 9

MEGARRY, FRANCIS, Liverpool, Insurance Broker Liverpool Pet Feb 20 Ord March 9

MILES, DAVID, Bexhill, Builder Hastings Pet March 8 Ord March 8

MORELAND, HENRY BODDINGTON, Townley rd, Dulwich, Maritime Insurance Inspector High Court Pet Feb 3 Ord March 10

NORTH, DUDLEY G, Knightsbridge High Court Pet Jan 6 Ord Mar 6

PLUMMER, WILLIAM NELSON, Topcroft, Norfolk, Miller Gt Yarmouth Pet Mar 9 Ord Mar 9

POWELL, JOSEPH, Brancaster, Norfolk, Engineer Norwich Pet Mar 10 Ord Mar 10

PROCTOR, WILLIAM, Chester Manchester Pet Jan 13 Ord Mar 8

REES, LEWIS, Taibach, Port Talbot, Glam, Baker Neath Pet Mar 9 Ord Mar 9

ROSS, JOHN, Coleford, Glos, Grocer, Newport, Mon Pet Mar 9 Ord Mar 9

ROWE, HERBERT ARCHIBALD, Worcester, Nurseryman Worcester Pet Mar 9 Ord Mar 9

SIMPSON, WILLIAM JOSEPH, Dorking, Coachman Croydon Pet Mar 9 Ord Mar 9

STANTON, A E, Aston, Cabinet Maker Birmingham Pet Feb 19 Ord Mar 10

TEMPLE, JOHN WILLIAM LLEWELLYN, Gt Driffield, Yorks, Pea Merchant Kingston upon Hull Pet Feb 15 Ord Mar 9

TOPLEY, FREDERICK JOHN, Westcombe Park, Blackheath, Grocer Greenwich Pet Feb 20 Ord Mar 9

VAUGHAN, THOMAS, Glyn Neath, Glam, Butcher Neath Pet Mar 8 Ord Mar 8

WALKER, ROBERT, Middlesbrough, Hawker Middlesbrough Pet Mar 10 Ord Mar 10

WALTON, ALLEN, Clayton Bridge, Manchester, Insurance Collector Manchester Pet Feb 23 Ord Mar 10

WILKINS, ROBERT HENRY, Gloucester, Jeweller Gloucester Pet Mar 9 Ord Mar 9

WILLIAMS, WILLIAM PRITCHARD, Talywaen, Penmachno, Carnarvon, Quarryman Portmadoc Pet Mar 10 Ord Mar 10

FIRST MEETINGS.

BARRON, EDMUND ALEXANDER, Cheam, Surrey, General Agent Mar 23 at 11 Bankruptcy bldg, Carey st

BEARE, CHARLES FREDERICK, Carlton Colville, Suffolk, Butcher Mar 20 at 12.30 Off Rec, 8, King st, Norwich

BENJAMIN, ALFRED ALLEN, and JOHN HENRY TEMPLE, Murton Colliery, Durham, Builders Mar 23 at 3 Off Rec, 8, Manor pl, Sunderland

BURGESS, ALFRED, Meole Brace, nr Shrewsbury, Commercial Traveller Mar 20 at 11.30 Off Rec, 29, Swan hill, Shrewsbury

BUTTS, EDWIN CHARLES, Great Grimsby, Shipwright Mar 20 at 11.30 Off Rec, St Mary's chmbrs, Great Grimsby

CAMPLING, REGINALD ALFRED, Sheringham, Norfolk, Hairdresser Mar 22 at 12.30 Off Rec, 8, King st, Norwich

COWPER, JOHN JAMES, Ilford Mar 23 at 3 14, Bedford row

CRADDOCK, WILLIAM, Long Eaton, Derby, Auctioneer Mar 20 at 12 Off Rec, 47, Full st, Derby

CRANSTON, ROBERT ELLIOT, Montagu mans, Portman sq, Advertising Agent Mar 22 at 12 Bankruptcy bldgs, Carey st

CRYER, WALTER, Bradford, Commercial Traveller Mar 22 at 11 Off Rec, 12, Duke st, Bradford

CURPHEY, ALFRED G, Bury st, St James, Financial Agent Mar 23 at 12 Bankruptcy bldgs, Carey st

FARMER, JAMES, Akerman rd, Brixton, Commercial Traveller Mar 22 at 11 Bankruptcy bldgs, Carey st

GRAY, ARCHIBALD, Lympne, Kent, Farmer Mar 20 at 11.15 Off Rec, 68a, Castle st, Canterbury

HOLDEN, WILLIAM JOHN, Eastbourne Mar 22 at 11 Mr C J PAIRIS's Offices, 67, High st, Tunbridge Wells

JACOBS, LEWIS, Caledonian rd, Islington, Plumbers' Supply March 22 at 2.30 Bankruptcy bldgs, Carey st

JEFFERY, JEANETTE, Blandford, Dorset March 23 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

JONES, JOHN, Tytandderw, Bryneglwys, Denbigh, Farmer March 24 at 2 Owen Glyndwr Hotel, Corwen

KAY, TOM, Holbeck, Leeds, Carting Agent March 22 at 11 Off Rec, 24, Bond st, Leeds

MORDIN, EDWARD JAMES, and SIDNEY MORDIN, Hatch End, Dairymen March 22 at 12 14, Bedford row

MORGAN, JAMES, Long Eaton, Derby, Fishing Tackle Maker March 20 at 11.30 Off Rec, 47, Full st, Derby

MORGAN, JOHN, Maesteg, Glam, Collier March 20 at 12.30 Off Rec, 117, St Mary st, Cardiff

NORTH, DUDLEY G, Knightsbridge Mar 23 at 2.30 Bankruptcy bldgs, Carey st

OLDERSHAW, ISAAC, Stapleford, Notts Mar 20 at 11 Off Rec, 47, Full st, Derby

PARKER, HORACE JAMES, Barnet Mar 23 at 12 14, Bedford row

PLATT, BENJAMIN, Glossop, Derby, Grocer Mar 20 at 11 Off Rec, Byrom st, Manchester

PUGSLEY, ALBERT EDWARD, Cardiff, Plumber Mar 22 at 11 Off Rec, 117, St Mary st, Cardiff

SCULFER, FREDERICK GEORGE, Hempstead, nr Stalham, Norfolk, Farmer Mar 20 at 12 Off Rec, 8, King st, Norwich

SIMPSON, WILLIAM JOSEPH, Deepdene, Dorking, Coachman Mar 22 at 12 132, York rd, Westminster Bridge

SMITH, HARRY JAMES, Slough, Grocer Mar 22 at 3 14, Bedford row

SUTTON, GEORGE, Preston, Hosier Mar 20 at 11 Off Rec, 13, Winckley st, Preston

TEMPLE, JOHN WILLIAM LLEWELLYN, Gt Driffield, Pea Merchant Mar 20 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

TOPLEY, FREDERICK JOHN, Westcombe Park, Blackheath, Grocer Mar 22 at 11.30 132, York rd, Westminster Bridge

WHITE, WILLIAM, St Leonards on Sea, Sussex, Builder Mar 24 at 12 Off Rec, Bankruptcy bldgs, Carey st

WILLIAMS, THOMAS, Llangefni, Anglesey, Innkeeper Mar 23 at 12.30 Crypt chmbrs, Eastgate row, Chester

WOODHEAD, JOHN ALBERT, Crosby Lincs, Engine Fitter Mar 20 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

ADJUDICATIONS.

BARRON, EDMUND ALEXANDER, Cheam, Surrey, Metal Broker High Court Pet March 9 Ord March 9

BENJAMIN, ALFRED ALLEN STANLEY, and JOHN HENRY TEMPLE, Murton Colliery, Durham, Builders Sunderland Pet Feb 19 Ord March 6

BONSOR, SAMUEL, Tamworth, Staffs, Incorporated Accountant Birmingham Pet March 10 Ord March 10

BURGESS, ALFRED, Meole Brace, nr Shrewsbury, Commercial Traveller Shrewsbury Pet March 6 Ord March 9

BURTON, JOHN, Ashborne, Derby, General Dealer Burton on Trent Pet March 9 Ord March 9

CLARK, HARRY, Milford Haven, Pembroke Coal Merchant Pembroke Dock Pet March 8 Ord March 8

CRANSTON, ROBERT ELLIOT, Mantagu mans, Portman sq, Advertising Agent High Court Pet March 9 Ord March 9

CRYER, WALTER, Bradford, Commercial Traveller Bradford Pet March 9 Ord March 9

DAWSON, LEONARD TOWERS, Smethwick Staffs, Blacksmith West Bromwich Pet Mar 10 Ord Mar 10

FOWLER, FREDERICK CHARLES, Knowle, Bristol, Tailor Gloucester Pet Mar 10 Ord Mar 10

FRYER, JOHN JAMES, Bedminster, Bristol, Cabinet Maker Bristol Pet Mar 8 Ord Mar 8

GINZBURG, HENRY, Commercial st, Whitechapel, Manufacturer's Agent High Court Pet Feb 4 Ord Mar 8

JACOBS, LEWIS, Islington, Plumbers' Supply Stores High Court Pet Mar 9 Ord Mar 9

JOHNSON, WILLIAM, Gracechurch st, Timber Merchant High Court Pet Jan 20 Ord Mar 8

KAY, TOM, Holbeck, Leeds, Carting Agent Leeds Pet Mar 8 Ord Mar 8

LAW, ROBERT REDMAN, Sidcup, Kent, Medical Practitioner Croydon Pet Mar 1 Ord Mar 10

MILES, DAVID, Bexhill, Builder Hastings Pet Mar 8 Ord Mar 8

PARKER, HORACE JAMES, Barnet Barnet Pet Mar 4 Ord Mar 8

PITCHFORD, GEORGE DAVIES, Kinnerton, Flint, Farmer Chester Pet Feb 2 Ord Mar 9

PLUMMER, WILLIAM NELSON, Topcroft, Norfolk, Miller Gt Yarmouth Pet Mar 9 Ord Mar 9

POWELL, JOSEPH, Brancaster, Norfolk, Engineer Norwich Pet Mar 10 Ord Mar 10

POWNALL, WILLIAM, Hazelgrove, Cheshire, Builder Stockport Pet Feb 3 Ord Mar 9

PRICE, ROBERT, Mile Oak, Portslade, Sussex, Dealer in Farm Produce Brighton Pet Feb 8 Ord Feb 8

REES, LEWIS, Taibach, Port Talbot, Baker Neath Pet Mar 9 Ord Mar 9

ROSS, JOHN, Coleford, Glos, Grocer Newport, Mon Pet Mar 9 Ord Mar 9

ROWE, HERBERT ARCHIBALD, Worcester, Nurseryman Worcester Pet Mar 9 Ord Mar 9

SIMPSON, WILLIAM JOSEPH, Dorking, Coachman Croydon Pet Mar 9 Ord Mar 9

SNOW, WILLIAM HENRY, Southend on Sea, Solicitor Chelmsford Pet Jan 14 Ord Mar 3

VAUGHAN, THOMAS, Glyn Neath, Glam, Butcher Neath Pet Mar 8 Ord Mar 8

WALKER, ROBERT, Middlesbrough, Hawker Middlesbrough Pet Mar 10 Ord Mar 10

WILKINS, ROBERT HENRY, Gloucester, Jeweller Gloucester Pet Mar 9 Ord Mar 9

WILLIAMS, WILLIAM PRITCHARD, Talywaen, Penmachno, Carnarvon, Quarryman Portmadoc Pet Mar 10 Ord Mar 10

WOOD, CHARLES, Soyland, nr Halifax, Innkeeper Halifax Pet Feb 22 Ord Mar 9

WRIGHT, THOMAS, Kenilworth, Warwick, Haulier Warwick Pet Jan 21 Ord Mar 4

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

MARKHAM, WILLIAM, Great George st, Solicitor High Court Rec Ord June 1, 1893 Adjud June 24, 1893 Annul Mar 6, 1909

London Gazette.—TUESDAY, Mar. 16.

RECEIVING ORDERS.

ALLEN, PETER, Nelson, Lancs, Boot Dealer Burnley Pet Mar 13 Ord Mar 13

BENSON, WILLIAM, Bentley, nr Doncaster, Farmer Sheffield Pet Mar 12 Ord Mar 12

BENTLEY, WILLIAM, Swettenham, Chester, Farmer Macclesfield Pet Mar 10 Ord Mar 10

BILTON, ROBERT WILLIAM, West Hartlepool, Joiner Sunderland Pet Mar 10 Ord Mar 10

BRAMHALL, JOHN, Abram, Lancaster, Colliery Dataller Wigan Pet Mar 11 Ord Mar 11

BUTLER, FREDERICK ANSLEY, Bournemouth, Journeyman Painter Poole Pet Mar 11 Ord Mar 11

COPE, WILLIAM, Selly Park, Worcester, Journalist Birmingham Pet Feb 26 Ord Mar 11

FELL, WILLIAM, Barrow in Furness, Railway Checker Barrow in Furness Pet Mar 11 Ord Mar 11

FRAYNE, WILLIAM ERNEST, Brighton, Baker Brighton Pet Mar 12 Ord Mar 12

GAMBLES, HERBERT HORNBY, Worthing, Coal Merchant Brighton Pet Mar 3 Ord Mar 11

GARTON, WILLIAM, Blackheath, Florist Greenwich Pet Mar 11 Ord Mar 11

GILBERT, G H, Cricklewood, Builder High Court Pet Feb 16 Ord Mar 12

HAIGH, ROBERT, Rochdale, Slater Rochdale Pet Mar 12 Ord Mar 12

HARRISON, WILLIAM, Melincrythan, Neath, Glam, Rollerman Neath Pet Mar 11 Ord Mar 11
HORSEY, FRED, Rodipole, Weymouth, Builder Dorchester Pet Mar 12 Ord Mar 12
HUDSON, ROBERT EDMUND, Hastings, Saddler Hastings Pet Mar 12 Ord Mar 12
HURLEY, JAMES, Annette rd, Holloway, Licensed Victualler High Court Pet Mar 11 Ord Mar 11
LISTER, THOMAS FOSTER, Wadsworth, nr Hebden Bridge, Yorks, Farmer Burnley Pet Feb 25 Ord Mar 12
MAYOS, GEORGE WILLIAM, Darnall, Sheffield, Auctioneer Sheffield Pet Feb 24 Ord Mar 11
MOTTRAM, JOSEPH, Bredbury, Chester, General Dealer Manchester Pet Mar 11 Ord Mar 11
NEWTON, BENJAMIN FIELDHOUSE, Gt Grimsby Hairdresser Gt Grimsby Pet Mar 10 Ord Mar 10
NORMAN, JOHN WILLIAM, Poole, Dorset, Tranter Poole Pet Mar 11 Ord Mar 11
NURSE, FREDERICK GEORGE RICHARD, Gaywood, Norfolk, Railway Clerk King's Lynn Pet Mar 11 Ord Mar 11
PENINGTON, JOHN EDWIN, Lancaster, Hay and Straw Dealer Preston Pet Mar 11 Ord Mar 11
PARKER, THOMAS, Little St Andrew st, St Martin's ln, Saddlery and Harness Dealer High Court Pet Mar 12 Ord March 12
PARSONS, MARGARET, Coedpenmaen, Pontypridd, Glam, Baker Pontypridd Pet Mar 11 Ord Mar 11
PHIPPS, SAMUEL, Ashburton, Devon, Shoe Maker Exeter Pet Mar 11 Ord Mar 11
REINSHEIMER, JACOB, Sheffield, Cabinet Maker Sheffield Pet Mar 12 Ord Mar 12
ROBERTS, PETER, Penmachno, Carnarvon, Quarryman Portmadoc Pet Mar 12 Ord Mar 12
SAGER, ARTHUR, Keighley, Yorks, Photographer Bradford Pet Mar 11 Ord Mar 11
SMITH, WILLIAM THOMAS, New Southgate, Midd, Clerk Edmonton Pet Mar 13 Ord Mar 13
THOMPSON, ALFRED, Leicester Leicester Pet Mar 11 Ord Mar 11
WEBBER, PERCY HANNAFORD, Brynmawr, Brecon, Bootmaker Tredegar Pet Mar 11 Ord Mar 11
WHITTAKER, WILLIAM EDWARD, Worcester, Coal Dealer Worcester Pet Mar 6 Ord Mar 13
WIGNALL, JAMES, Biddulph, Staffs, Painter Macclesfield Pet Mar 12 Ord Mar 12
WILLIAMS, EDWARD, Failsworth, Lancs, Plumber Oldham Pet Mar 10 Ord Mar 10
WOODFORD, CHARLES WILFRID, Bembridge, I of W, Butcher Newport Pet Mar 13 Ord Mar 13

FIRST MEETINGS.

BRACEGIRDLE, JAMES ROBERT, jun, Mobberley, Cheshire, Farmer Mar 24 at 3 Off Rec, Byrom st, Manchester
BRAMHALL, JOHN, Abram, Lancaster, Colliery Dataller Mar 25 at 3 19, Exchange st, Bolton
BUTLER, FREDERICK ANSLEY, Bournemouth, Journeyman Painter Mar 25 at 2.30 Messrs Curtis & Son, 42, Station rd, Poole
CARTER, HERBERT, Little Bispham, Blackpool, Engineer Mar 25 at 11 Off Rec, 13, Winckley st, Preston
CATLIN, SAMUEL, Southport, Baker and Grocer Mar 24 at 11 Off Rec, 35, Victoria st, Liverpool
CLARK, HARRY, Milford Haven, Pembroke, Coal Merchant Mar 24 at 12.45 Off Rec, 4, Queen st, Carmarthen
COCKRILL, JOSEPH JAMES Gorleston, Suffolk, Builder Mar 25 at 3 Star Hotel, Gt Yarmouth
FOX, MARTHA EMMA, Gt Yarmouth, Laundress Mar 25 at 2.30 Star Hotel, Gt Yarmouth.
FRAYNE, WILLIAM ERNEST, Brighton, Baker Mar 25 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
FRYER, JOHN JAMES, Redminster, Bristol, Cabinet Maker Mar 24 at 11.30 Off Rec, 26, Baldwin st, Bristol
GAMBLES, HERBERT HORNBY, Worthing, Fruit Grower Mar 24 at 12.30 Off Rec, Bankruptcy bldgs, Carey st
GARRETT, HARRY, New Bilton, nr Rugby, Milk Seller Mar 24 at 12 Off Rec, 8, High st, Coventry
GARTON, WILLIAM, Shooter's hill rd, Blackheath, Florist Mar 24 at 11.30 132, York rd, Westminster Bridge
GILBERT, G H, Cricklewood, Builder Mar 26 at 2.30 Bankruptcy bldgs, Carey st
GWILLIAM, ARTHUR MARTIN, Newport, Mon, Soft Furnisher Mar 24 at 12 Off Rec, 144, Commercial st, Newport, Mon
HARRISON, ALFRED HODGETTS, Birmingham, Fruiterer Mar 26 at 11.30 191, Corporation st, Birmingham
HAYNES, GEORGE HENRY RUSSELL, Erdington, Warwick' Iron Merchant Mar 31 at 11.30 191, Corporation st' Birmingham
HAYWARD, ROBERT WILLIAM, Birmingham, Coal Merchant Mar 25 at 12 191, Corporation st, Birmingham
HURLEY, JAMES, Annette rd, Holloway, Licensed Victualler Mar 26 at 12 Bankruptcy bldgs, Carey st
LISMAN, MORRIS, Liverpool, Cabinet Maker Mar 24 at 12 Off Rec, 35, Victoria st, Liverpool
MORELAND, HARRY BODDINGTON, Townley rd, Dulwich, Maritime Insurance Inspector Mar 24 at 2.30 Bankruptcy bldgs, Carey st
NEWTON, BENJAMIN FIELDHOUSE, Great Grimsby, Hairdresser Mar 24 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
NICKLIN, JAMES OSBORNE, MAURICE PHILIP BELLAMY, and HENRY YOUMANS, Ilkeston, Derby, Joiners and Contractors Mar 24 at 12 Off Rec, 47, Full st, Derby
NORMAN, JOHN WILLIAM, Poole, Dorset, Tranter Mar 25 at 2 Messrs Curtis & Son, 42, Station rd, Poole
PARKER, THOMAS, Little St Andrew st, St Martin's ln, Saddlery and Harness Dealer Mar 24 at 11 Bankruptcy bldgs, Carey st
PARSONS, MARGARET, Coedpenmaen, Pontypridd, Baker Mar 26 at 11.15 Off Rec, Post Office chmbrs, Pontypridd
PENNEY, WALTER BIRCH, Lincoln, Publican Mar 25 at 12 Off Rec, 31, Silver st, Lincoln
PLUMMER, WILLIAM NELSON, Toporoft Norfolk, Miller March 24 at 12.30 Off Rec, 8, King st, Norwich
POWNALL, WILLIAM, Hazelgrove, Cheshire, Builder Mar 26 at 12 Off Rec, 6, Vernon st, Stockport
PUGH, WILLIAM THOMAS, Burnley, Grocer Mar 24 at 11.30 Off Rec, 13, Winckley st, Preston
ROBERTS, JOHN, Llandudno, Commercial Traveller Mar 25 at 12 Crypt chmbrs, Eastgate row, Chester
ROWBOTHAM, ARTHUR EDWARD, Northwood Mar 24 at 12 14, Bedford row
ROWE, HERBERT ARCHIBALD, Worcester, Nurseryman Mar 24 at 12 Off Rec, 11, Copenhagen st, Worcester
SAGER, ARTHUR, Keighley, Photographer Mar 25 at 11 Off Rec, 12, Duke st, Bradford
SANSOM, FREDERICK, Prestbury, Gloucester, Stonemason Mar 25 at 3 15 County Court bldgs, Cheltenham
THOMPSON, ALFRED, Leicester Mar 24 at 12 Off Rec, 1, Berridge st, Leicester
THORNES, ARTHUR JOSEPH, Dewsbury, Fried Fish Dealer Mar 24 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
WALKER, ROBERT, Middlesbrough, Hawker Mar 25 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
WHITFIELD, GEORGE THOMAS, Tuffley, nr Gloucester, Brick Manufacturer Mar 27 at 12 Bell Hotel, Gloucester
WILLIAMS, EDWARD, Failsworth, Lancaster, Plumber Mar 30 at 11 Off Rec, Greaves st, Oldham

ADJUDICATIONS.

ALLEN, PETER, Nelson, Lancs, Boot Dealer Burnley Pet Mar 13 Ord Mar 13
BENSON, WILLIAM, Bentley, nr Doncaster, Farmer Sheffield Pet Mar 12 Ord Mar 12
BENTLEY, WILLIAM, Swettenham, Farmer Macclesfield Pet Mar 10 Ord Mar 10
BILTON, ROBERT WILLIAM, West Hartlepool, Joiner Sunderland Pet Mar 10 Ord Mar 10
BRACEGIRDLE, JAMES ROBERT, jun, Mobberley, Chester, Farmer Manchester Pet Mar 2 Ord Mar 11
BRAMHALL, JOHN, Abram, Lancaster, Colliery Dataller Wigan Pet Mar 11 Ord Mar 11
BUTLER, FREDERICK ANSLEY, Bournemouth, Hants, Journeyman Painter Poole Pet Mar 11 Ord Mar 11
CHARLTON, ALFRED JOHNSON, Ruabon, Denbigh, Wagon Builder Wrexham Pet Feb 16 Ord Mar 11
DALE, JOHN, Mold, Flint, Furnisher Chester Pet Feb 9 Ord Mar 12
FRAYNE, WILLIAM ERNEST, Brighton, Baker Brighton Pet Mar 12 Ord Mar 12
GRAY, ARCHIBALD, Lympne, Kent, Farmer Canterbury Pet Feb 22 Ord Mar 12
HAIGH, ROBERT, Rochdale, Slater Rochdale Pet Mar 12 Ord Mar 12
HARRISON, WILLIAM, Neath, Glam, Rollerman Neath Pet Mar 11 Ord Mar 11
HORSEY, FRED, Weymouth, Builder Dorchester Pet Mar 12 Ord Mar 12

HUDSON, ROBERT EDMUND, Hastings, Saddler Hastings Pet Mar 12 Ord Mar 12
JENKINS, WILLIAM, Leamington, Engineer Warwick Pet Feb 26 Ord Mar 11
JOLLY, FRED GIFFORD, Drayton Green rd, Ealing, Chartered Accountant Brentford Pet Feb 15 Ord Mar 11
JONES, THEODORE, Belsize rd, Hampstead High Court Pet Dec 31 Ord Mar 11
LISMAN, MORRIS, Liverpool, Cabinet Maker Liverpool Pet Feb 16 Ord Mar 13
MACKENZIE, DONALD, King st, Cheapside, Cigarette Merchant High Court Pet Jan 13 Ord Mar 10
MAYOS, GEORGE WILLIAM, Darnall, Sheffield, Auctioneer Pet Feb 24 Ord Mar 13
MOTTRAM, JOSEPH, Bredbury, Chester, General Dealer Manchester Pet Mar 11 Ord Mar 11
NEWTON, BENJAMIN FIELDHOUSE, Great Grimsby, Hairdresser Great Grimsby Pet Mar 10 Ord Mar 10
NORMAN, JOHN WILLIAM, Poole, Dorset, Tranter Poole Pet Mar 11 Ord Mar 11
NUNN, FREDERICK GEORGE RICHARD, Gaywood, Norfolk, Railway Clerk King's Lynn Pet Mar 11 Ord Mar 11
PARKER, THOMAS, Little St Andrew's st, St Martin's ln, Saddlery and Harness Dealer High Court Pet Mar 12 Ord Mar 12
PARSONS, MARGARET, Coedpenmaen, Pontypridd, Glam, Baker Pontypridd Pet Mar 11 Ord Mar 11
PINNINGTON, JOHN EDWIN, Lancaster, Hay and Straw Dealer Preston Pet Mar 11 Ord Mar 11
REINSHEIMER, JACOB, Sheffield, Cabinet Maker Sheffield Pet Mar 12 Ord Mar 12
ROBERTS, PETER, Penmachno, Carnarvon, Quarryman Portmadoc Pet Mar 12 Ord Mar 12
SAGER, ARTHUR, Keighley, York, Photographer Bradford Pet Mar 11 Ord Mar 11
SMITH, WILLIAM THOMAS, New Southgate, Clerk Edmonton Pet Mar 13 Ord Mar 13
TEMPLE, JOHN WILLIAM LLEWELLYN, Great Driffield, Commission Agent Kingston upon Hull Pet Feb 15 Ord Mar 12
THOMPSON, ALFRED, Leicester Leicester Pet Mar 11 Ord Mar 11
TOPLEY, FREDERICK JOHN, East Greenwich, Grocer Greenwich Pet Feb 20 Ord Mar 12
WALTON, ALLEN, Clayton Bridge, Manchester, Insurance Collector Manchester Pet Feb 23 Ord Mar 11
WEBBER, PERCY HANNAFORD, Brynmawr, Brecon, Boot Maker Tredegar Pet Mar 11 Ord Mar 11
WHITAKER, WILLIAM EDWARD, Ladywood, Worcester, Coal Dealer Worcester Pet Mar 6 Ord Mar 13
WIGNALL, JAMES, Biddulph, Stafford, Painter Macclesfield Pet Mar 12 Ord Mar 12
WILLIAMS, EDWARD, Failsworth, Lancaster, Plumber Oldham Pet Mar 10 Ord Mar 10
WILLIAMS, GEORGE ALFRED, Southport High Court Pet Dec 16 Ord Mar 11
WOODFORD, CHARLES WILFRID, Rembridge, I of W, Butcher Newport Pet Mar 13 Ord Mar 13

ADJUDICATIONS ANNULLED

KILBURN, ARTHUR EDWARD, Hightown, Liversedge, York, Journeyman Currier Dewsbury Adjud April 19, 1907 Annul Mar 9, 1909
MORLEY, WALTER, West Bridford, Notts, Builder Nottingham Adjud Nov 20, 1886 Annul Mar 8, 1909